

The Musical World.

(PUBLISHED EVERY SATURDAY AT NOON.)

A RECORD OF THE THEATRES, CONCERT ROOM, MUSIC, LITERATURE, FINE ARTS,
FOREIGN INTELLIGENCE, &c.

Terms of Subscription, per Annum, 16s. Stamped; 12s. Unstamped; to be forwarded by Money Order or Postage Stamps
to the Publisher, W. S. Johnson, "Nassau Steam Press," 60, St. Martin's Lane, Charing Cross.

Yearly Subscribers only (whose names are registered at the Office) are entitled to an Admission to the Annual Concert.

No. 9.—VOL. XXIII.

SATURDAY, FEBRUARY 26, 1848.

{PRICE THREEPENCE.
{STAMPED FOURPENCE.

HER MAJESTY'S THEATRE.

THIS great lyrical establishment opened for the season, on Saturday night, with Verdi's *Ernani* and a new ballet, called *Fiorita et la Reine des Elfrides*.

Viewing the performance as a whole we must congratulate the management on a beginning which augurs well for the future. Of three debutantes two are decided successes; the orchestra is an improvement on that of last year; and the ballet is pretty and effective. The house was very full, and satisfaction was the predominant feeling.

Our opinion of Verdi's operas in general, and of *Ernani* in particular, has been often and strongly expressed in these columns. We shall not renew the argument here, but content ourselves with recording a conviction that *Ernani* is worse than any of Verdi's operas, inasmuch as it is more pretentious than any; and Verdi's pretence has never anything substantial to back it.

The principal parts in the opera were thus cast:—*Ernani*, Signor Cuzzani; *Carlo V.*, Signor Gardoni; *Don Gomez de Silva*, Signor Belletti; *Elvira*, Mdle. Sofia Cruvelli. Having seen no programme, we are unable to specialise the distribution of the subordinate characters. On the whole this arrangement was effective if not perfect.

Signor Cuzzani's merits may be briefly summed up. He has a tenor voice, without fulness or power, but not without sweetness. His style of singing is common-place, and his intonation is occasionally at fault. He has some flexibility, but not an atom of energy. As an actor he is altogether without pretensions; his face indicates little intelligence, and his figure does not lend itself to graceful gesture or manly bearing. He is not without stage-tact, however, as he proved by his death-scene—the best thing he did. Hence it may be deduced that Signor Cuzzani is altogether unfitted to represent the chivalrous *Ernani*, and that Victor Hugo's fine conception was in no way realised.

Signor Belletti is quite another matter. In him we welcome the three requisites of voice, sentiment, and energy. The quality of his voice, in the upper register, is *barytone*, in the lower register, *bass*—a mixture we do not remember to have heard before; it is full, powerful, mellow, and sonorous. Signor Belletti has not merely a good voice to boast of, like too many of his cotemporaries; he sings with facility and expression; his flexibility is remarkable; his style quite devoid of exaggeration; his intonation certain; his phrasing complete; his cadences finished and well pointed, and his general method of delivery agreeable and artist-like. He is a clever and effective actor in the bargain, and played *Don Silva* better than we have hitherto seen it played. What we find at present wanting in Signor Belletti is enthusiasm; but that will doubtless come with time, and we hear he is very young. Nothing could have been more gratifying and complete than his success, and we are the more pleased in stating it, since it was well deserved.

To speak of Mdle. Cruvelli is a task of more difficulty. While according her merits considerably above the average we cannot yet share the high opinion of our cotemporaries on her account. Mdle. Cruvelli has a *soprano* voice, the upper notes of which are clear and silvery, while the lower have something of the *contralto* quality, and are very agreeable. There is a great deficiency of power, and this is more painfully observable, amidst the noisy clamour of Verdi's unmeaning orchestration, than it would probably be elsewhere. But we cannot at present perceive in Mdle. Cruvelli any remarkable degree of flexibility, nor are we prepared to say that her intonation is as correct as could be wished. She makes too much fuss with her lower tones, and often mistakes rudeness for energy—as for instance in the "grand" trio of the last scene. She has other faults besides, but we shall not allude to them here. As an actress, Mdle. Cruvelli is not without intelligence, but she is ineffective. She has yet to be taught, moreover, how to attire her fresh and youthful person to advantage. Mdle. Cruvelli has been pronounced handsome by the press; but we think with little show of reason. Her face is of the commonest Teutonic mould; and although her arms are beautiful and graceful when in movement, her figure is wanting altogether in classical symmetry. Much of this, however, may be remedied by the aid of tasteful costume; and, as we hear, the *debutante* has only numbered nineteen summers, time may do the rest. Mdle. Cruvelli was entirely successful; the audience were evidently prepossessed in her favour, and won over by her youth to pronounce a verdict of approval on every thing she attempted. This must not prevent the young lady from listening to good counsel, or from applying herself assiduously to attain the many essential qualifications yet wanting to entitle her to be called a singer of the first class.

As we are informed by the *Morning Post*, that the part of *Carlo V.* was originally written for Superchi when Superchi had a tenor voice, we may conclude that in the hands of Gardoni we had the music properly interpreted, without transposition or modification of any kind. Though we do not find Verdi's fragmentary phrases a bit more interesting than when Superchi interpreted them in the *barytone* register, or Alboni in that of the *contralto*, we frankly confess that Gardoni seems to us better suited than either to make such effect as can by any means be made. We were told he was indisposed, but we saw no signs of it; and indeed, have seldom heard Gardoni sing more sweetly than on the present occasion. His voice, retaining the delicious quality which always characterised it, seems to have acquired more strength and fulness. He was received as an old favorite, as welcome to the public as any, and welcomer than most, of the aspirants for the honors of the evening. We did not like his costume, however; it was too monotonously white.

Having glanced at the principals, we have only to add that

the subordinate parts were filled well enough. In the groups, however, we should recommend the deposition of two gentlemen armed cap-a-pie, who are apt from the singularity of their appearance to excite the risible faculties of the audience, to the detriment of the concerted music, in which they figure too conspicuously for dummies.

Mr. Balfe, who was received with loud applause—not louder than he deserved—has effected much for the orchestra; but he must effect more. There is a greater body of *tone* than last year, and the wind instruments are better in tune; but the second violins and tenors are still comparatively weak, while the violoncellos and basses are more obtrusive than powerful. When Piatti has a solo, his violoncello is more satisfactory, and seemingly more powerful, than when the whole are playing together. The clarionets and horns still want mending; the first flute is inferior in orchestral effect to that of last year; the first bassoon, though excellent in passage-playing, has a peculiarity of *tone* that is like anything but what we have been used to from a bassoon; the trombones are very noisy, and the first trumpet too apt to extra-prominent display. Nevertheless, Balfe conducted admirably, and, for the most part, the accompaniments were played without an error of time or accent.

The chorus is less numerous and less efficient than that which created so great a sensation at the beginning of last season, in *La Favorita*; here the hand of economy has been unwisely exercised.

The most effective pieces in the opera were Elvira's cavatina "*Ernani involami*," which Madlle. Cruvelli sang very well—admirably indeed; the air, "*Infelice e tuo*," rendered faultlessly by Signor Beletti (or Billelta, for his name has been spelt both ways) and encored; the air, "*Vieni meco*"—one of the few pretty phrases in the opera—gracefully vocalised by Gardoni; the concerted piece at the end of the third act, in which soloists, orchestra, and chorus equally contributed to the accomplishment of an imposing *ensemble* (encored); and the hackneyed but not undramatic *trio* of the last act (for Elvira, Ernani, and Silva—(Cruvelli, Cuzzani and Belletti) which out of deference to a custom that has long obtained, was asked for and given a second time, to the great delight of the Verdist, who cannot be too much *enverdi*—as Fiorentino has it—for their tastes.

On the whole the performance of *Ernani* was better than the opera deserved, creditable to all concerned, and remarkable for the first night of a season, when mediocrity so often prevails. We confess we did not understand the occasional opposition to the encores, &c., that proceeded from one part of the gallery. All the singers were recalled after the curtain fell.

The new ballet, *Fiorita et la Reine des Elfides*, is very pretty and picturesque, and has the advantage of a story at once simple, interesting, and easily understood. It may be told in a few words:—

"Toniello, a young Sicilian peasant, is on the eve of marriage with Fiorita, who, of course, is the belle of the village. The marriage procession is already on its way to church, when Hertha, Queen of the Elfides, looking on the handsome form of Toniello, straightway falls in love. This Queen of spells is more powerful than Hecate. She can evoke spirits from their invisibilities, infuse life into inanimate matter, and raise the elements to any pitch of contention she pleases. She conjures up a tempest, and separates the lovers. She then assumes the dress of Fiorita, lures Toniello to a cottage, and subsequently bears him to her enchanted gardens. The gardens are furnished with statues, which are nothing more than the marble transmutations of all her victims. The trees of this garden are watered with the river of oblivion, one drop of which produces forgetfulness. Hertha, however, has an antagonist. Anar, the genius of good, watches over the fortunes of Fiorita, and leads her to the gardens, where she appears to Toniello as one of the statues:

Anar gives a rose-branch to Toniello, with which he disenchant all the witcheries of Hertha, and the sight of Fiorita dispels all her fascinations. Hertha appearing causes Fiorita to retire; but the latter, as she is departing, drops a nosegay as a token of remembrance. Hertha has recourse to the waters of oblivion. The elves immerse Toniello's cap in the stream, and Fiorita is again forgotten. Just as Toniello is on the point of resigning himself to the charms of Hertha, the good genius Anar steps in, plucks the cap from his head, transforms Hertha into a statue, dissolves the whole fabrication of wickedness, and reconciles all to happiness.

Our uncertainty about the nature of the *Elfides* is thus answered. We had no idea that they were *evil* spirits; but on the whole we are not sorry for it, since it involves a new idea. The part of Fiorita is well fitted to the nimble and spirited Carolina Rosati, who never danced better, and was never better appreciated. In her first *pas* she introduced a step that was new as a whole, but not original in its component parts; this was a combination of the step from *Thea*—wherein she was wont, as we heard some one say, to tie her feet in a knot and untie them again with the Bacchante-like evolution—in which Lucile Grahm so greatly excels. The execution, however, was so perfect that an encore was persisted in by the audience, in defiance of the evident fatigue of the zealous artiste, who would fain not have accepted the compliment. Another feat if we remember well, in the same *pas*, declared Rosati a practised mistress of the *pointe*, which she employed in a manner quite original, accomplishing it with a neatness and *aplomb* that astonished while they pleased. All Rosati wants is a shade more of *legereté*, and the *ars celare artem*. She does as wonderful things as any *danseuse*, but she seems to tell you at the same time that she is mastering a difficulty—almost explaining, while doing it, her means and devices; this produces an air of restraint which gives a slight monotony to her style, that might be avoided. In the use of the arms Rosati has acquired infinitely more grace than she possessed last season, and she looks much less frequently at her feet than she was wont.

Pretty little Marie Taglioni has made extraordinary progress. Last season she was an odd, fascinating, provoking bit of womanhood—or rather girlhood, for she is even now a child—a saucy plague, that interested you in spite of your teeth; but as a dancer she had scarcely attained a second rank. Now she is an excellent, if not an absolutely finished dancer; she executes difficulties with great ease; she is as firm as a rock; she knows all the resources of her art, and uses them lavishly though discreetly. Her charming face and figure, developed by a year's growth, have made her more than ever attractive, more than ever pleasant to contemplate. In short, Marie has not been losing her time at Vienna by any means. Her *pas d'entrée* was capitally danced, and justified the warmth of her reception by the public, who had not forgotten her Chinese *coiffure*, and her look of unconscious prettiness. Her *pas* with M. D'Or, *L'Illusion*, was an illusion of the most agreeable, and bewitched the audience into turbulent enthusiasm. To conclude, Marie Taglioni is all that she was last season, and something more; if she continue thus to advance, she cannot fail of reaching the highest eminence.

M. Louis D'Or is a graceful dancer, strong and firm, with good powers of execution and no appearance of effort. Since Perrot, we have not seen a male dancer who has dissatisfied us so little; indeed, he almost did what Perrot never fails to do—made us forget that it was a man dancing. For we hold with Jules Janin, that whether a male dancer dances well or ill is of very little consequence, since nobody will look at him. M. D'Or danced in two *pas de deux*, one with Rosati, the other with Marie Taglioni, and in both acquitted himself to admiration.

The *coryphees* were as numerous, and pretty, and efficient as they always are at Her Majesty's Theatre. Mdles. Julienne and Lamoureux, on the one hand, and Mdles. Ausundon and Thevenot, on the other, had much to do that was of importance, and better it could not have been done. Not to be invidious, but only to render justice to the predilection of our *spiritual confrère*, Théophile Gautier, we acquit him at once of all hyperbole in his estimation of the personal and artistic pretensions of Mdle. Ausundon, who is a very charming and clever *artiste*, and one of the most accomplished of *coryphees*.

The arrangement of the dances, and the general composition of the ballet, are worthy of the reputation of M. Paul Taglioni. The scenery is in Marshall's best style; the *Jardins Enchantés* especially calling for notice, as a masterpiece of picturesque scene-painting; while the device of the fountain, with real water—though not at all like the Fountains at Versailles, as the *Post*, states in its metaphoric hyperbole—is one of the prettiest devices we ever recollect upon the stage.

The music of M. Pugni did not strike us so favorably on a first hearing, as some of his recent productions. Perhaps, however, it may improve on more familiar acquaintance. The ballet is of reasonable duration, comprising, in all, four *tableaux*, the *Cour d'Auberge* in Sicily; the Enchanted Forest of the Elfrides; the cabin of Hertha; and the Enchanted Gardens. In each there is one or more grand *pas*, which are pleasantly relieved by the *pas de caractere* and dramatic groupings. The ballet was received with high favor, and may be pronounced unequivocally successful.

Ernani and the new ballet were repeated on Tuesday, and a second hearing strengthened the impressions we have endeavoured to convey; but, *apropos* of the ballet, we could not but wonder how in the world any one could be persuaded to look upon Marie Taglioni as an evil spirit! Her Majesty and Prince Albert were present.

On Thursday there was no performance. To-night *Ernani* and *Fiorita* are repeated.

COURT OF QUEEN'S BENCH.

Tuesday, Feb. 22. (Sittings at Guildhall, before Mr. Justice Erle and a Special Jury.)

ALFRED BUNN v. JENNY LIND.

MR. COCKBURN, Mr. Peacock, and Mr. Phipson appeared for the plaintiff; and the Attorney-General, Sir F. Thesiger, Mr. Hoggins, and Sir J. Bayley for the defendant.

Mr. Phipson opened the pleadings.

The declaration sets out an agreement of the 10th of January, 1845, whereby the plaintiff engaged to sing twenty times at Drury Lane Theatre, during the period from the 15th of June to the 31st of July, 1845, or during the period from the 30th of September to the 15th of November, in the same year—the defendant to choose either of these two periods, and to apprise the plaintiff of her selection at latest by the end of March in the same year. The plaintiff agreed to pay the defendant fifty louis d'ors for each performance, within twenty-four hours after each such performance, and the defendant was to sing three times a week, beginning with the character of Vielka, in Meyerbeer's opera of the *Camp of Silesia*, and afterwards sing in the character of Amina, in Bellini's opera of the *Sonnambula*; that the plaintiff was to provide the dresses; that the defendant might make alterations in the agreement, except as to the first and second articles thereof, but must give notice of such alterations before the 1st of March, 1845, to the plaintiff, who might reject the same; but then the agreement was to be cancelled. The declaration then

negated the making of alterations in the agreement; alleged the readiness of the plaintiff to perform his part of the agreement; negated the defendant's giving notice of her election of either of the two periods during which she was to sing, and averred that she did not sing within either period. The damages were laid at £10,000. The defendant pleaded—1. That defendant did not make the agreement. 2. That the plaintiff was not ready and willing to employ the defendant, and permit her to sing according to their agreement. 3. That at the time of the agreement the defendant resided at Berlin; that the agreement was for her to sing at the Drury Lane Theatre; that the opera in which she was to make her first appearance in the character of Vielka was a German opera, with music by Meyerbeer, who was the sole proprietor of the music, which was in his possession; that it was the plaintiff's duty to provide the music and score, and deliver it out within a reasonable time to the several singers engaged to sing in the opera; and that he had not, at either of the periods during which the defendant was to sing, possession, or the means of possession, of the said score, and could not obtain the same, and without it the opera could not be produced, and so it was useless for the defendant to come from Berlin to London to perform the same; and that the plaintiff did not require the defendant to sing in the character of Amina in Bellini's opera of *Sonnambula*. 4. That the opera of the *Camp of Silesia* was in the German language; that at the time of making the contract there was no translation of the opera; that it was to be sung in the English language, and it was the duty of the plaintiff to provide a translation in the English language within a reasonable time, and to deliver out the parts to the several singers, but that he did not provide such translation, wherefore, by reason of the premises, the defendant could not sing at the said theatre within the periods of time in the declaration mentioned, and that the plaintiff did not require the defendant to sing in the character of Amina. 5. That the plaintiff induced the defendant to enter into the agreement by fraud and misrepresentation of the plaintiff and others. 6. That the parties mutually agreed to rescind the contract. 7. That, after the leave for the defendant to elect during which of the two periods she would appear had expired, the plaintiff did not require the defendant to sing. There was a demurrer to this plea, and issue was joined on all the rest.

MR. COCKBURN stated the case to the Jury. The names of the parties in this case, and the opening of the pleadings, would have sufficiently apprised the Jury what was the nature of the injury, in which Mr. Bunn, the lessee of Drury Lane Theatre, complained of the breach of a contract entered into with him by the celebrated vocalist, Mdle. Jenny Lind. He could not conceal the feeling he had that the plaintiff presented himself to the Jury under very disadvantageous circumstances. The interest which attached to the name of the defendant, arising from her unequalled talents, from her charming manners, from the power of fascination which she possessed, and which surrounded her in all her performances, her youth, and her sex itself, all these circumstances were calculated to exercise so strong an interest on her behalf, that when one who, like the plaintiff, was of the other sex, and who did not possess like advantages, sought to enforce a contract against so favoured and interesting a person, he was compelled to prepare himself in doing so for all kinds of prejudice against him and in her favour. But he (Mr. Cockburn) was sure, that when the Jurors came to learn the nature of this case they would look on it simply as a question of contract, and decide it without reference to collateral circumstances. They would look on it simply as a question arising in the ordinary administration of justice, and would discharge their duty without reference to considerations which were purely personal. With these few introductory observations he should now proceed to state the history of this case; he should do so in a few words, and shew them the circumstances to which they would have to direct their consideration. In the year 1814 the success of the defendant on the Continent had become a matter of notoriety. From Sweden to Germany—that classic land of music—she had obtained the most unexampled and unparalleled success. She had won the approbation of

critics, as well as the applause of the multitude. At Berlin, where the opera was of the highest merit, her success had been complete. The English Minister at Berlin, himself no mean critic, had seen and approved of her performances, and by him the plaintiff was advised to lose no time in securing her talent for his theatre. Mr. Bunn thought the advice of such importance that, in the height of his own season, he left London for the purpose of seeing and engaging this admirable singer. He saw and heard her, and fully appreciating her talents, made her an offer of an engagement at Drury Lane. This offer was accepted by Mdle. Lind, and now appeared in the form of a contract, which was in the following terms:—

"Mr. Bunn, director of the Theatre Royal, Drury Lane, in London, makes the following offers to Mdle. Jenny Lind, and engages to execute them entirely at his own risk and peril, if Mdle. Lind accepts them:—

"1. Mr. Bunn engages Mdle. Lind to sing twenty times at the Theatre-Royal Drury Lane, either commencing from the 15th of June to the 30th of July, or from the 30th of September until the 15th of November, 1845. It will depend upon Mdle. Lind to choose either of these two different periods, which may best suit her convenience, but she engages to apprise Mr. Bunn of her selection at the latest at the end of the month of March.

"2. Mr. Bunn engages to pay to Mdle. Lind 50 louis d'ors for each of the twenty representations, and grants her, in addition, the half of the benefit clear receipts.

"3. Mr. Bunn engages to pay Mdle. Lind the price agreed upon, viz., 50 louis d'ors, always twenty-four hours after each representation.

"4. Mdle. Lind shall sing three times in the week, and not more, except the last week. She shall never sing two days consecutively, and Mr. Bunn engages to leave, at least, a day's interval between one representation and another.

"5. Mdle. Lind shall make her *début* in the character of Vielka, in the opera of *The Camp of Silesia*, of Meyerbeer. Later she shall also sing in the part of Amina, in the *Sonnambula* of Bellini, if Mr. Bunn requires it. It is understood that Mdle. Lind shall only sing in two characters during the whole period of her engagement.

"6. Mr. Bunn will provide at his own cost the costumes for the two characters played by Mdle. Lind.

"7. Mdle. Lind accepts the conditions; but as she has not time to meditate sufficiently upon the contract which Mr. Bunn offers her this day, and he takes his departure to-morrow, Mdle. Lind reserves to herself the right of making additions and changes to and in this contract, if she should deem it necessary, but that such must be made known to Mr. Bunn by the 1st of March at the latest. It is, however, distinctly understood that such additions and changes as Mdle. Lind may make cannot affect the first and second articles, which are to remain unaltered, and as they now stand. It is also understood that if such changes and additions should not be approved of by Mr. Bunn, he has a right to reject them, and that, in consequence, the treaty shall be cancelled, and shall be regarded as null and void.

"Duplicated at Berlin, the 10th January, 1845.

It was clearly in the option of the defendant to make alterations in all but the first and second articles of the engagement; but if she did not make such alterations, then the contract stood as a clear, binding contract. This contract having been entered into and signed, the plaintiff returned to London, satisfied that he had, by his activity, secured himself the advantage of producing at his theatre a singer of whom he had heard so brilliant, yet so just an account, and whose appearance there would obtain for him that great success which her talents were calculated to secure. So matters remained till the 22nd of February, 1846, when he received the following letter from the defendant:—

"Honoured Sir,—I have delayed until to-day to give you the required information when I would be in London, because I wished very much to fulfil my promised contract. Unfortunately, weeks of continued learning, and fruitless efforts, have proved to me that it is impossible for me to learn the English language in the short time allowed to me; and, on account of that, if I were to come to London in October, I should not be ready to appear in an English opera. I am therefore compelled to tell you that I shall not come to London, and that I consider the agreement must be null, because I cannot fulfil the principal condition. Besides, that the great exertion I have had here has so shaken my health, that the doctors have recommended me, if I wish to preserve my voice, great and studious care and rest for the whole summer. On this account my guardian at Stockholm, without whose consent and signature not any of my engagements are legal, has quite forbidden me to undertake the fatiguing London enterprise. Do not believe the report that I count upon going to the Italian Opera, in London; but, on my word of honour, which I give to you, I will sing this year no more at the London Italian than at the English, and assure you I regret very much being obliged to disappoint those hopes the fulfilment of which lay beyond my physical powers and strength.

"With the greatest respect, your obedient,

"JENNY LIND."

On this letter he must be allowed to make this observation. The contract was signed on the 10th of January, this letter was written on the 22nd of February, she had before her the whole period from that time till the month of October, to go on with the study of the English language; for the Jurors would not fail to recollect that it was in her option to appear in May or in October, and if she felt any difficulty about the language, she could postpone till October her coming to England, by which time it was absurd to suppose that she could not have sufficiently learned the English language to sing in it. It certainly was a little extraordinary that at so early a period as this, one month only having elapsed, she should at once have assumed that the study of our language was beyond her powers; that she could not acquire it so as to be enabled, not to speak, but to sing it in the scenes of one or two operas. But then she said that her health was affected by her labours at

Berlin, and that she must devote her whole summer to care and rest. He did not believe that the defendant had ceased to sing for one single week during the whole summer, and the statement about rest was therefore a mere idle pretext. With respect to her capacity to learn the English language, she possessed among her varied talents great power for acquiring foreign languages, and she sang in Swedish, Italian, German, and French. With such extraordinary powers, it was a little wonderful to hear it said that she could not sing in this particular opera, it being notorious that in purely operatic singing, the English were very indulgent critics as to the manner in which foreigners pronounced our language. The true secret of her difficulty was to be found in the allusion contained in the concluding paragraph of her letter:—"Do not believe the report that I count upon going to the Italian Opera in London." From the beginning the plaintiff knew that at the bottom of all his other difficulties lay this. No sooner was it known that the plaintiff had secured Mdle. Lind's talents than it occurred to Mr. Lumley, that what he felt it would be a trump card for him to play at the Italian Opera would have much of its interest and freshness taken off by Mdle. Lind's appearance at Drury Lane. Accordingly, suggestions had been made to the young lady that it would not do for her to come out on the boards of Drury Lane Theatre; that she, who was entitled to take the highest rank as a *prima donna* of the first character, ought not to lose caste by appearing on the boards of a theatre which, however high in character for dramatic representations, was not an opera house. And, therefore, within one month—one little month—after signing this contract, finding that there was opened for her another arena, she discovered that it would not do for her to sing at Drury Lane, and that consequently the attainment of the English language was not within her power. The plaintiff wrote an answer to this letter, saying, no matter, take three months; if you cannot come at the first period, come at the second; and, if you want rest, take it at that first period named for your coming to England. He expected that she would come in October, according to the terms of the contract. He heard nothing of her in March, and, therefore, the period for her appearance became, by the terms of the contract, the month of October, and he made preparations accordingly. But she did not arrive in October, and on the 24th of the month he received from her a letter dated the 18th of that month. It was in the following terms:—

"Copenhagen, Oct. 1845.

"Mr. Director—The interest that you have deigned to show for my trifling talent, the obliging offers you have made me in London; in short, the facility that you have wished to grant me relative to the *débuts* you are preparing for me at the national theatre of Drury Lane, entitle you to my gratitude and my highest esteem. How can I thank you sufficiently? I shall exercise towards you the greatest frankness, and you shall judge me not as a *directeur*, but as a gentleman *par excellence*. It is impossible for me to come to sing in London, not that other engagements prevent me, for I have not contracted any, but I do not feel that I possess a sufficient capacity to fulfil properly the expectations of a public accustomed to the most remarkable celebrities of the period. The success that I have obtained does not give me courage as to the fate, up to this time, which might await me in England. I do not possess the personal advantages, nor the assurance, nor the charlatanism of the other *prima donnas*, and I feel, with fear, that a check experienced in London would be fatal to the rest of my theatrical career. Another obstacle, not less great, is my ignorance of the English language, of which the pronunciation is so contrary to my powers. Suppose even that during six months I should sacrifice all my other occupations to give myself up entirely to the study of the English language, it would still be necessary that my organ should have the necessary flexibility to enable me to perform on the stage in a manner that would not expose me to the risibility of the audience. All these reflections, which I made at first to the proposals that you offered me at Berlin, but which Monsieur Meyerbeer endeavoured to combat in order to attach me to the destiny of his opera *Das Feldlager (The Camp of Silesia)*, are still more fortified by a continual train of fruitless efforts. In short, the execution of the projects of the celebrated composer have been stopped, and consequently the primitive condition of my plan for a journey is, in fact, annulled. I find myself in the most isolated position, without a knowledge of the language, without a hope of success. I have no other resource than to beg you, as a favour, not to consider my signature as a contract, and to be generous enough to disengage me from an unconsidered promise. You know yourself under what influence I have been persuaded, not to say surprised, into a step so contrary to my interests. It is not a question of money, but simple my existence as an *artiste*, which would be compromised by my appearance in London, and perhaps annihilated by my *début* at Drury Lane. I do not know myself as capable of chicanery, but I am of good faith, and I know the respect I owe to your undertaking. I do not count on taking any other engagement in England. Will you give me back my agreement, and I promise you that, although it does not contain any article of *défist*, if even I resolve to sing at the Italian Opera in London, to pay the indemnification that the laws of your country would impose upon me. In eight days I shall be in Berlin, where I will await your reply and release, which I expect from your humanity and generosity. Will you, in the mean time, receive the assurance of my highest consideration; and believe me, Mr. Director, your very humble servant,

"JENNY LIND."

He should say nothing of the expressions relating to "assurance and charlatanism," assumed to be possessed by other *prime donne*, though he could hardly help asking what Madame Grisi and others would say to that? But he should inquire what reasonable folk thought of the excuse put forth in this letter? Was the English more jaw-breaking than the German to any person naturally foreign to both? Nothing of the sort; and yet this lady had been singing at the opera at Berlin, where the singing was in German. It was easy to perceive that the real difficulty was

not the acquirement of the English language, it arose from some other cause. It was observable, too, that this letter was dated on a day when the defendant ought to have been in England fulfilling her engagement with the plaintiff. The answer he wrote to this communication was dated on the 30th of October, and was in the following terms:

"London, October 30, 1845.
"Madam—In reply to your letter, dated the 18th inst., I beg to observe that the matter in question being purely a business transaction, can only be answered in that light. The sole object of your appeal to me is to get rid of your liability to this theatre that you may engage at the Italian Opera, on which subject I am aware of all the representations which have been made to you, and of the parties who made them. The pretext of your inability to learn the English language, taking into consideration the wonderful facility you have already evinced, and the great effects produced by your predecessors, Madame Malibran, Madame Schroeder-Devrient, &c., cannot be listened to. When you state that your contract, *Ne contient point d'article de dédit*, I am led to suppose that you omitted it in order to evade it, but you will find yourself subject to damages more than any *dédit*, and those damages I shall contend for. I went at a great expense to Berlin, purposely to engage you. I employed an author to re-write and translate *The Camp of Silesia*, and I incurred the heavy costs of painting the scenery of the two first acts. I incurred this heavy outlay on the faith of your signature, witnessed by the English Ambassador. Can you suppose that I will now accept a promise of yours, when you violate a contract which you have formally signed? I tell you I will not. You have accepted an enormous salary at Berlin, and are there at the very time that, by law and honour, you ought to be here, and you must either fulfil your contract with me, or fully indemnify me for my expenses and losses. Upon giving me an undertaking that you will not appear at the Italian House in London before the 15th of August next, and on paying me such a sum as will cover all my heavy expenses, and in some measure compensate me for my anticipated gains, I will annul the contract existing between us, and violated by you; and if you fail so to do, I shall cause before you leave Berlin to be laid before his Majesty the King of Prussia, who is too good to suffer an English subject to be defrauded by one paid by the Prussian Government. I shall also commence an action at law at Berlin (where the contract was made), and another in England whenever you land here. This is my fixed determination. Oblige me, therefore, with an immediate reply, to say whether, by an honourable offer, we are to remain in amity, or by a refusal we are to be at war—and in either case

"I have the honour to be, Madam, your obedient servant,

"Mlle. Jenny Lind.

"A. BUNN."

No answer was returned to this letter, and on the 20th of March in the following year the plaintiff again wrote to the defendant. The letter was in the following terms:—

"Theatre Royal, Drury Lane, London, March 20, 1846.
"Mademoiselle—You have not replied to my last letter, and I therefore address you again. I am well aware of your great progress in the English language, and I am also aware that you are deterred from fulfilling your contract with me by the falsest misrepresentation, and I know the parties who have made them; and I know likewise the overtures which have been made to you to sing at our Italian Opera. If you have any doubts as to the payment of your money, I will lodge it in a banker's hands, before you leave Berlin, and if there be any other obstacle I will also remove it. The public here would be ready to hear you sing in German as well as English, and there is no question of your having immense success. All I want is for you to keep faith with me, and for me to keep faith with the public. I, therefore, again call upon you to fulfil your contract with me, or to make me such ample remuneration as will justify me in releasing you from it.

"I have the honour to be, your obedient servant,

"Mlle. Jenny Lind.

"A. BUNN."

These were the letters that had passed between the parties, and could any man doubt that the plaintiff was entitled to compensation? The plaintiff had been advised to put some curious pleas on the record. One of these was that the agreement had been obtained by fraud. When he recollected who were the parties by whose intervention the treaty for this agreement had been carried on, that Mr. Meyerbeer and the Earl of Westmoreland had been instrumental in bringing the plaintiff and defendant together, and when he recollected the terms in which the defendant's own letters spoke of the plaintiff, he really was astonished that such a plea should be put upon the record. There was not the least possible pretence for it. No attempt would be made to prove it, and he should be able, if necessary, to prove the reverse to be the fact. The contract was before the Jury. What was that contract? It was one in which, for an adequate salary, the defendant engaged to come and sing at one of two separate periods, the option of which was conceded to her. The opera in which she was to perform was selected by herself. The ordinary powers of a manager to dictate the opera in which the singer should appear were provided against; two distinct operas alone were named, and in no others could she be called to appear. It was impossible to speak of this otherwise than as a liberal contract. The defendant earnestly desired to get this contract rescinded. The Italian Opera House was open to her, but there she could not get till she got released from this contract. While these matters were pending, she could not come, and therefore negotiations went on till 1847, when she determined to appear at the Italian Opera House, and to risk the action which was threatened to be brought against her. No person could doubt that this was the real secret of the affair, and that it was with a view to her ultimate release from the contract with the plaintiff that all these difficulties as to its performance were raised. At last she did appear, and he need not tell the Jurors what was the result. A success unparalleled in the history of the Italian Opera, enormous profits to herself, immense advantages to Mr. Lumley, who had been fortunate enough to

secure her, by whose means alone he was able to make head against that phalanx of talent which had been arrayed against him at another house, and but for whom he must have succumbed to its power. In 1846 she did not come to England; but in 1847 it became a matter of life and death pressure to have her at the Italian Opera. The existence of the house depended upon it, and she (defendant) alone could enable Mr. Lumley to keep open the Italian Opera House, which, but for her, must then have been closed. Could anybody doubt who was the real defendant here? No doubt the defendant on the record would be indemnified, but it was enough for him to say that Madlle. Lind and Mr. Lumley between them had been enabled to realise the greatest advantages. The question now to be discussed was, what loss the plaintiff has sustained. There could be no doubt that if the defendant had performed her agreement with the plaintiff at the time promised, great pecuniary profit would have resulted to the house, and great emolument to him. From the first she had achieved a most extraordinary success. The exquisite sweetness of her unrivalled voice, the charming simplicity of her acting, obtained not merely the approbation, but the enthusiastic admiration of all who heard and saw her. Against that, too, the plaintiff had now to contend. If the defendant had been a male actor, not a young lady who captivated the world, there was no doubt that the plaintiff would obtain full compensation. There was no doubt the plaintiff was entitled to it. Had the defendant sung at Drury Lane, that theatre, instead of being, as he should prove it was, almost deserted, would have been filled to overflowing, and the plaintiff would have had £10,000 in his pocket. This profit made all the difference to him between being a ruined and a prosperous man. In the time of Malibran such had been his gains, and he had a right to expect as much now, and she who had chosen to violate the contract that would have produced such results must be held responsible for the consequences. What was the answer given to his claim? The contract was denied. That would put the plaintiff to the necessity of proving the handwriting of the defendant. Then it was alleged that the contract was obtained by means of fraud. No attempt to prove that plea would be made. There was not the shadow of a pretence for it. Then it was said that the opera she was to sing in was a foreign opera, and that the plaintiff had not got the score of it, nor the translations of it, nor anything that was necessary to produce it. He should be curious to see how these pleas could be made out. He was sure that they would end in nothing. His letters showed that there was not the slightest foundation for these objections, for in that of October the 18th, she attributed her non-performance of her contract solely to her physical incapacity to master the English language. Here, then, was the contract. It had been duly entered into—it had been broken. If broken what damages was the plaintiff entitled to. That was mere matter of figures. If the Jurymen had ever seen this performer, or were aware of the manner in which her presence alone had filled that enormous theatre where she appeared, they would judge whether the same results would not have happened at Drury Lane, and might suppose what profits the manager would have derived from it. They could then come to the conclusion what were the damages he was entitled to recover.

W. LELONG—I know the defendant. I cannot tell positively that this is her writing. I believe it to be her's. Cross-examined—I have been three months with her, that was while she was in England. I am not now in her service. I saw her write her name. I should say this is not the same writing as she used to write, when I saw her write, when I was with her. This is not exactly her style of writing. I was with her four months recently. This was within three years ago.

F. SALABERT—I am engaged at the Italian Opera under Mr. Lumley. I saw Mlle. Lind write her name only once. This is not the same figure. This is the same character of writing of course. I travelled with her when she was in England. I never saw her write but once. A person brought a portrait and asked her to give her autograph. I saw her write them. Cross-examined—I am one of the principal chorus at the Italian Opera. I am acquainted with the music of foreign operas published in this country. I never knew of the opera of the *Camp of Silesia* being published in England, nor elsewhere. I believe the defendant first appeared at the Italian Opera in May, 1847.

As the handwriting did not appear to be sufficiently proved, Mr. Cockburn called

MR. JENNINGS—I am attorney to the defendant. Attorney on this record. I know her handwriting. This is my client's writing. I think the signature to the contract is the plaintiff's handwriting. Cross-examined—It has not been correctly stated by the counsel for the plaintiff that Mr. Lumley defends this action. I have asked him the question. He denies it. I firmly believe that Mlle. Lind defends this action on her own responsibility. At the latter end of 1846 Covent Garden first threatened the opposition to the Italian Opera. I can tell from the correspondence the first communication between Mr. Lumley and Mlle. Lind. I think it was at the end of 1846. I believe it was not till after

Grisi and the others had left him and gone to Covent Garden. I have made it my business to inquire at the different music publishers in London for the music of Meyerbeer's *Camp of Silesia*. I have never got it. Cross-examined—I am Mr Lumley's solicitor. Have been so for eight years. The first I heard of the application to Mdlle. Lind was in 1846. I was introduced to Mdlle. Lind, to act as her solicitor, by Mr. Belinaye.

The letter of the 30th October, 1845, and 20th March, 1846, were put in and read. The contract was put in and read, at first in French, and afterwards in English. The letter of the 22nd February was put in and read.

Mr. SALABERT was recalled at the desire of the Attorney-General—It is the duty of a manager of a theatre to supply the music of the different parts to the different performers, and the words which are to be sung. That duty does not generally arise till the appearance of the performer in this country. I do not know from Mdlle. Lind that she had sung at Berlin in the *Camp of Silesia*.

Mr. DUNN—I am Secretary to the committee of Drury Lane Theatre. I know what it will hold. It will hold about £650 at the present prices. I remember Malibran performing there. Her first engagement was for thirty-five nights. She had a great success.

The witness was asked what profits were realised? The question was objected to on the ground that the answer depended on a variety of other circumstances. Mr. Justice Erle admitted it as a proof of what had occurred under analogous circumstances.

Examination resumed—Mr. Dunn—I think she had £50 a night. No, I think it was £150 a night; but it is so long ago that I forget. [The counsel said she had £153.] I think the expenses of the *Camp of Silesia* would have been about the same as the operas in which Malibran performed. The salary of Mdlle. Lind would be £40 a night under this agreement, and the other expenses would make up £200 a night. I have a memorandum shewing the receipts from the 15th June to 12th July. They were £1,000. In the other period £2,300, that is, from September to November, 1845. The profits in 1835, during Malibran's engagement, were between £4,000 and £5,000. Cross-examined—That was the net profit. Plaintiff was not a bankrupt immediately afterwards. I forget how soon. I think some years afterwards. There was a subsequent engagement with Malibran for twenty-nine nights. It was rather more successful than the former. I knew Malibran. She spoke English very well. She had sung at the Italian Opera, but she acquired her great celebrity from her engagement at Drury Lane in June and July, 1835. Messrs. Harrison, Burdini, Weiss, King, and Borroni; and Misses Romer and Rainforth were the performers at Drury Lane. Whether the music belongs to the establishment or not depends on the bargain that is made. I do not know whether the parts of the *Camp of Silesia* were distributed to the performers who were to appear with Mdlle. Lind. I was not treasurer. There was a person who had a salary for copying and preparing the music. I know of no payment for copying the music of the *Bohemian Girl*. The *Bohemian Girl* ran for two years.

Mr. FITZBALL—In the year 1845 I was employed by the plaintiff to translate the opera of *The Camp of Silesia*. It was in the summer time. I completed the translation. He paid me £150 for it. Cross-examined—I translated it immediately from the German, and then re-organised it, which was a very troublesome thing. The music will not always go with the English words, and you must substitute other words for those which exactly translate the original. I think I began the translation about June. I took two books home with me, one in French and one in German. It was literally translated to me by a German gentleman, he dictated and I wrote. He was a good German and English scholar. The book was a printed libretto, but I was not bound to confine myself to that. I had great freedom and latitude. I was told to adhere as nearly as I could to the incidents, but I might alter the language. Meyerbeer was to alter anything I wrote. Mr. Bunn told me that he would adapt his music to my words. I made alterations in the last act, because the German piece was unactable in this country. The latter part was a sort of phantasmagoria, not an opera, it was only applicable to the country in which it was written; it would not have done in this country; it was a scene in which Mdlle. Lind was to stand with a wand in her hand, pointing to a phantasmagoria of the burning down of the theatre in Berlin, in which Englishmen would take no interest. (Sir F. Thesiger: No, they like the burning down their own theatres.) (A laugh.) It was about July or August, I think, I returned the opera; it was when Mr. Bunn returned from Berlin that he gave me the opera. I am sure it was in the summer. It was Mr. Bunn that gave it me. I understood that Meyerbeer was coming over to this country. Re-examined—I understood that he was coming with Mdlle. Lind. I do not remember that the book I had said where the German opera was printed, but it was described as being represented at Berlin. Mdlle. Lind played the heroine, and a very fine part it was. I did no more than adapt such words as would suit the opera, except in the last part. I took care to use liquid words, such as might be easily pronounced by any one, after a very little care.

Mr. JOHN MITCHELL—I am a librarian in Old Bond-street, and the lessee of the French Theatre. I was once lessee of the Lyceum. I have some experience in theatrical matters. It is not the duty of a manager of a theatre to send the parts of an opera to a performer abroad. In my experience I never sent the parts. I let the boxes and stalls in the Opera House. I remember the season of last year.

This course of examination, which related to the question of profit and damages, was objected to, as relating to a time two years after the date of the contract. The question was rejected.

Examination resumed—I never sent parts to performers abroad. Cross-examined—I was lessee of the Lyceum when the *Opera Buffa* was performed there, and am now lessee of the St. James's Theatre for the French plays. There the performers played in pieces in their own language. I have not heard that the music of *The Camp of Silesia* was ever published. Assuming that an opera was to be re-written, and with new music, it is essential that the words and music should be adapted before the time of performance. The parts should be delivered in sufficient time. I think I could in that way get ready in fifteen or twenty-one days, but I should be able to defer the period for the production of the opera if necessary. The rehearsal by the Drury Lane band of *The Camp of Silesia* could have been done in a few days if Meyerbeer had been here, and if not, then at a rather longer period. The score need not be delivered till the rehearsals. Re-examined—We require the performers to come a reasonable time before the performance, for the purpose of preparation.

Mr. JOHN ELLA—I am a performer in the orchestra at Covent Garden. I was at Berlin in January, 1846. I saw Mdlle. Lind there. She was performing at the Royal Theatre, where they perform in German. I saw her in *Norma*, *Don Juan*, the *Sonnambula*, and the *Feldlager*, or *Camp of Silesia*. She was in good health. I had some conversation with her. I expressed my regret that there was no prospect of hearing her in London. She said she should not sing at London or Paris. I expressed regret that she would not see London, nor one of the finest establishments in Europe. She said she had passed through London, stayed a fortnight, and visited the Opera. She said nothing about an offer to come here. A person could travel to Berlin for £12 or £14, and back for the same. It is an injury for a manager to be taken away from his theatre in the midst of a season. Cross-examined—This conversation was in the drawing-room after dinner. I had a conversation with her on musical matters. By the Jury—We conversed in French.

Mr. Jennings was, at the request of the Attorney-General, recalled, and asked whether Mdlle. Lind spoke English? He said she did not. He was understood to add that she could use a word or two of broken English here and there.

Mrs. ALMON—I have been for some years in the habit of singing on the English stage. I have, of course, had occasion to get up parts. It would take about a fortnight to get up a part. I have not had occasion to get up the same opera in different languages; but I have got it up in different versions. It takes much less time when you know the music to get up the words. It would take a week or five days for such a purpose.

This was the plaintiff's case.

The ATTORNEY-GENERAL submitted that the plaintiff must be non-suited. He contended, first, that this was not an absolute, but a conditional agreement, and that it had been improperly described as absolute; and secondly, that as the declaration averred that the plaintiff was ready and willing to perform his part of the agreement, he was bound to show that the words and music of the new opera of *The Camp of Silesia* were ready for the defendant's use on her arrival.

Sir F. Thesiger, Mr. Hoggins, and Sir John Bayley followed on the same side.

Mr. JUSTICE ERLE overruled the objection; and

The ATTORNEY-GENERAL then addressed the Jury for the defendant. He said he rose to discharge his duty under feelings of great embarrassment and difficulty. He felt thus when he first entered the Court, but that feeling had been now greatly increased when he recollected the course that the cause had taken, not in the evidence, but in the statement of his learned friend, who had been induced either by his client (Mr. Bunn) or by the promptings of a rival establishment, to act in such a way as if he did not so much desire to recover damages for a breach of a particular contract as to impute to the defendant that she, unpractised in the world as she was, had sought to take advantage of a technicality fraudulently to prevent the plaintiff obtaining the remedy to which he was entitled. If the case was important to her, considering the claims now made against her, it was doubly important to her when it was attempted to damage her in the estimation of those whose good opinion she most highly valued, and was most anxious to possess; and it became even more so when her non-performance of this contract was attempted to be based on the ground of fraud. Those who were present when the contract was made were now beyond the reach of either party; but the

first matter that deserved remark was the absence of all explanation why, in the year 1848, the Court was occupied in trying an action for a breach of contract committed in July or September, 1845. Had the plaintiff sustained as much injury as he pretended, or had he any interest in doing his best to prevent the defendant from coming to sing at a house which was not a rival establishment to his own house, but was a rival to the one at Covent Garden? It was not until the success of the scheme to establish the company at Covent Garden that this action had been brought. He could well understand how it might suit that establishment, after having endeavoured to seduce Mdle. Lind to go thither, and, failing in the attempt, to see proceedings such as these instituted. But why had not the action been brought before?

Mr. COCKBURN said that it was brought the moment the defendant was within the jurisdiction of the Court.

The ATTORNEY-GENERAL answered, that there was no proof of that; but, supposing it to be so, why had not the action been brought before, and in another country? Now let them look at the evidence. Was it not a conditional contract? The learned Counsel here read the words of the articles as to the defendant's option of coming here in May or September, and the notification to the plaintiff in March, and insisted that the contract was purely conditional. But then the defendant was impeached because one of the pleas put on the record imputed that the contract had been obtained by fraud. She could not justly be made answerable for that. It was the duty of her legal advisers to put on the record such pleas as they thought might possibly be proved, and would afford a defence to the action, and she was not to be blamed for what they did. Then they came to the contract itself. There could be no doubt that it was the duty of the plaintiff to have the music in his possession, and to be able to distribute it to the performers before the arrival of the defendant in this country. But the evidence was, that the music had never been published here: that it could not be bought; and therefore the plaintiff must have been without the means of performing the opera even if Mademoiselle Lind had come here in 1845. This contract had been made three years since. At that time the defendant was rising rapidly to that eminence which she had since attained. But she had not then attained it. She was then pressed to appear here. She signed the contract. If she had wished to get rid of the contract on a mere pretence, as was now insinuated, she could have put an end to it by introducing changes into certain of the articles; changes that the plaintiff was not likely to consent to, and his rejection of them would have annulled the contract. But she did nothing of the sort. Up to the 22nd of February, she endeavoured to do that which would enable her to perform the contract, but she then communicated to the plaintiff her inability to do so. This was before the time at which she was bound to make the intimation to him. She had therefore acted with the utmost fairness in that matter. It was said we were indulgent to foreign singers, who did not correctly pronounce our language. That might be, but it was not well for a person rising into eminence, and fearful of being checked in her progress, to trust to that indulgence. If she had shown the slightest levity in preparing herself for her performance—if there had been any failure in her, all her brilliant prospects might have been blighted. She said she was ill. That was now denied, and it was asserted that she was performing all the year. There was no proof of that, nor was there any ground for believing that her statement was untrue. Mr. Erle said that she was well when he saw her in January, 1846, but her letter was written in February, 1845, and there was no proof that at that time she was well, and Mr. Erle's evidence did not apply to the point. Then, as to Mr. Lumley. It was supposed that it was owing to his efforts in 1845, to engage Mdle. Lind that she broke her contract with the plaintiff, but that was plainly absurd. In 1845, Mr. Lumley had at his establishment the two *prime donne* who, then supposed to be unrivalled in the world, were now performing at Covent Garden. Why should he go to get a third to establish a rival to those he already possessed? Of course it was against his interest to do anything of the kind. Then there was her letter saying that she did not mean in that year to perform either at London or Paris. Was it true? It was. She did not appear in either place. Then came the letter of the 18th of October. It was plain that in a previous letter to the defendant the plaintiff must have spoken of chicanery, for in this her answer to him she referred to that expression, and denied that she was chargeable with any, and she put herself frankly on his feelings as a gentleman rather than as a man of business. His answer did not justify her in her anticipation. He answered that he could only view the transaction as a man of business, and so, indeed, he had treated it from the beginning. Were there good reasons why she should abstain from appearing at Drury Lane? Who were the performers that were to appear with her? He did not desire to say anything unfavourable to their capacities, but were they to be compared with those whom Mr. Lumley had engaged to form part of the company with the defendant? Mr. Lumley had engaged Staudigl and other eminent artists, but no such

preparation for Mdle. Lind's appearance had been made at Drury Lane. The music was not ready, the opera was not prepared; there was no evidence that the band had been got ready; there was, in short, nothing done at Drury Lane to enable the defendant to be heard with proper advantage; and was she to waste her valuable time in coming to this country not to perform but to wait till all that ought to have been ready before had been put into order? It was absurd to expect anything of the kind, and the plaintiff not having performed his part of the agreement, could not complain of the defendant for not having performed hers. The plaintiff had no music ready, nor the means of obtaining it, so as to enable her to perform; and if this matter was not to terminate in a verdict in her favor, but was to come to a question of damages, the lateness of the period, and the just excuses she had for her conduct justified the expectation that they would not be substantial damages. He (the Attorney-General) only wished to add one word: he hoped the Jurors would not for a moment suppose that, when he endeavoured to drive his learned friend to call other witnesses to prove the contract, he meant to deny the fact of its execution, or to evade the question of liability upon mere handwriting. His real object was to compel the production of witnesses who could tell the Jury something of the facts, and who would establish, as he believed, a substantial defence to the action. He now left the case with the Jury, satisfied that the plaintiff had not proved anything which entitled him to any verdict with substantial damages against the defendant.

Mr. Justice ERLE hearing the nature of the contract, the declaration, and the pleas, said that it appeared to him that the contract, as described in the declaration, was supported by the proof. The plea traversed the allegation in the declaration, that the plaintiff was ready and willing to permit the defendant to sing and perform, and to do all things on her part to be performed. On the issue the Jury would say whether that was so. Now, there was no doubt that he was ready and willing to permit her to perform, for she was the first person to intimate her unwillingness to come. But then it was said that he was not ready and willing to perform all things on his part and behalf, for that he had not the translation of the opera nor the music ready for performance. He (Mr. Justice Erle) was of opinion, that where two parties entered into a contract together, and a series of acts was to be performed by the one and by the other towards the entire performance of the contract, if one broke off from performing his part in any stage of this series, it was not the duty of the other to prepare himself to perform all that was necessary to be performed by him at subsequent stages of the series. If the Jury thought that the plaintiff here had reasonable means to get the music and words ready after the time fixed for the arrival of the defendant, so as to be able, on his part, to go on with the contract, it appeared to him (Mr. Justice Erle), that within the meaning of the allegation in the declaration, the plaintiff was ready and willing to perform his part of the contract. Then, as to the plea that the opera was a German opera, and that the music was Meyerbeer's, and that the plaintiff had not got the music, the essential part of that plea was, that the plaintiff had no power to get this music, nor to arrange it for the purpose of performing it as an opera. As to that, the evidence appeared to be, that the plaintiff, when in Berlin, in January, made this contract under the observation of Meyerbeer, and that it was the understanding of both parties to the contract that Meyerbeer would come to England to superintend the production of the opera; and, so far as the plaintiff was able, he appeared to have done all he agreed to do for was expected to do. As to Meyerbeer, it was expected that he would come over, and that was the expectation when the opera was given to Mr. Fitzball to translate. If, upon all the facts of the case, the Jury should be of opinion that, in the sense he had given to the words, the plaintiff was ready and willing to perform his part of the contract, then the plaintiff was entitled to the verdict, and the only remaining question was one of damages. As to that, the action was for indemnity,

and indemnity alone. Feelings had nothing to do with it. The Jury must look upon it as a simple mercantile transaction. His Lordship then went through the evidence as to profits and expenditure, and told the Jury to consider how far it was probable the defendant would have succeeded at Drury Lane, in performing in a language she said she could not learn; how much of success often depended on the confidence with which a party undertook a labour, and how little confidence, indeed what great want of confidence, the defendant declared herself to feel as to her appearance in an English opera. The Jurors would also consider what she said about her health in 1845, and how far that would affect her chances of success; and considering these things, and viewing the question as a mere mercantile question, they would say as to what damages they thought the plaintiff entitled.

The Jury retired to consider, and returned a verdict for the plaintiff, damages, £2,500.

The Judge granted a certificate that this was a fit case to be tried before a special jury.

ARISTOTLE ON POETRY.

NEWLY TRANSLATED, FROM THE EDITION OF F. RITTER.

(Continued from Page 116.)

CHAPTER X.

I. Of fables, some are simple, and some are complicated, for so also are the actions of which the fables are imitations.

II. An action (which is one and continuous, according to the definition) I call simple, in which the change takes place, without peripetia (revolution) or discovery; complicated in which, the change is with discovery or peripetia, or both.

III. But these ought to arise from the very construction of the fable, so that they may seem to proceed either necessarily or probably from that which has gone before. For there is a great difference between incidents that happen through each other, and those which happen *only* after each other.

CHAPTER XI.

I. A peripetia, as has been already said, is a change of the things done into the contrary; and this, as we say, is produced according to probability or necessity. Thus, in the "*Cedipus Tyrannus*, of *Sophocles*," the messenger, who comes as if to make *Cedipus* happy, and to relieve him from fear on account of his mother, by disclosing who he really is, produces a contrary effect; and in the tragedy of "*Lynceus*," *Lynceus* himself is brought in as if about to die, and *Danaus*, following, as if about to kill him. But, from the course of the incidents, it results that the latter dies, and the former is saved. (a)

II. A discovery—as the very word implies—is a change from ignorance to knowledge, conducing to the friendship or hatred of those personages who are destined for happiness or misery. The most beautiful discovery is, when peripetia happen at the same time, as in the tragedy of "*Cedipus*." (b)

III. There are other discoveries. For they may sometimes take place, in the manner described, with respect to inanimate and fortuitous things, and we may discover whether a certain person did or did not a *particular thing*. But the discovery which most conduces to the fable, and most to the action, is the one already described.

IV. For such a discovery and peripetia will produce pity or terror, and of such actions tragedy is the imitation. Moreover with such incidents unhappiness and happiness will arise.

V. Now, since a discovery is a discovery of somebody, some *discoveries* are of one person by the other, when it is manifest who the other is; and sometimes both persons are to

be *mutually* recognised. Thus *Iphigenia* is discovered to *Orestes* through sending the letter; but another discovery of him to *Iphigenia* is required.

VI. "There are then two parts of the fable with respect to these matters—peripetia and discovery—but a third part is suffering. Of these, peripetia and discovery have been described, but suffering is a painful action, as deaths in the sight of the audience, and agonies, and wounds, and the like." (c)

NOTES BY THE TRANSLATOR.

- (a) Not only is the tragedy lost, but its subject is unknown.
 (b) Twining cites also the discovery of Joseph and his brethren in *Genesis*.
 (c) "Suffering" or "disaster" (Twining) is no part of fable. The part between inverted commas should be cancelled

SONNET.

NO. LXXIV.

THERE are some moments when all faith seems lost,
 When the whole world formless and planless seems,
 When all events—as in the wildest dreams—
 Causeless appear, through hideous chaos tost;
 Then reason's light is but an empty boast
 O'er the abyss but luridly it gleams;
 There is a night impervious to its beams,—
 A chasm, which by no lustre can be cross'd.
 Give me *some* faith, thro' earth or heav'n achiev'd,
 Let me but find one mental resting-place,
 That I may say, "This—this can be believ'd;
 Let me be sure one heart one smile can give;
 That love speaks truly from one single face,—
 Ye, let me trust—although I be deceiv'd.

N. D.

DRURY-LANE GRAND OPERA.

On Wednesday evening, Mons. Jullien took his benefit, and a bumper house was the result. Not exactly such a bumper as we should like to have seen, but, nevertheless, a bumper. We were delighted to behold the public testify their appreciation of the zeal of M. Jullien in manifestations of unmistakable kindness. Although M. Jullien has yet to triumph, although the "Grand Opera" is as yet a new speculation, the manager, in much that he has done, has merited the sympathies of the public. Mons. Jullien failed accomplishing all his grand intentions, not from want of forethought, or judgment, but, simply, from strange mischance. Luck was against him—but the race is not always to the swift, nor the battle to the strong—and M. Jullien found, for the first time in his career, the wheel of Fortune rotatory. The loss of Pauline Garcia and Pischek, whose performances would, undoubtedly, have been a great feature in the new theatre, rendered impracticable the getting up of some of the great German operas—*Don Juan*, *Faust*, and others. And even if Pischek could have come, the absence of Pauline Garcia would have necessitated the election of another *prima donna*. M. Jullien went to Milan to hear and see our fair countrywoman, Catherine Hayes, who had been creating a *furor* everywhere she played, but, from reasons unknown, the negotiations stopped suddenly short. Mons. Jullien was then compelled to engage Dorus Gras, a great artiste certainly, but who did not know one word of English. This was one of the rocks upon which Mons. Jullien's ship was wrecked. The great hit of the season was Mr. Sims Reeves. Here the manager found a real windfall of fortune, which, if he could have used to good purpose, would have filled his treasury. But M. Jullien was trammelled by his *prima donna*, who either could not, or would not learn the English words of a second opera—so that the *Lucy of Lammermoor*, worn to a thread at the Italian Theatres, was obliged to be played night after night. Admirable as was Mr. Reeves in Edgar,

his acting and singing could not make that new which was old, nor the *Lucy* the attraction of a whole season. The *Maid of Honour*, one of Balfé's happiest productions, although it helped the fortunes of the theatre, was not backed with sufficient energy to preserve its attraction; *Linda di Chamouni* was not efficient; and the *Marriage of Figaro*, the last production of the Grand Opera, came too late in the day to effect any material improvement in the state of affairs. However, Mons. Jullien has at least obtained experience in his first season, and will know for the future how to avoid the shams and quicksands of management. Thus warned and thus instructed, with integrity to guide him and energy to push him onward, Mons. Jullien's future administration can hardly fail to be an improvement on the past.

But to return to the subject with which we commenced, let us briefly notice the particulars of M. Jullien's benefit night. The entertainments were on a liberal scale, comprising the *Marriage of Figaro*, which was played indifferent well; a miscellaneous concert, consisting of thirteen pieces, vocal and instrumental; the last scene from *Lucy of Lammermoor*; and the last two scenes of the *Maid of Honour*. M. Jullien conducted the concert. His entrance into the orchestra was hailed with immense cheers from all parts of the house. The principal features of the concert were Miss Miran's "Brindisi" from *Lucrezia Borgia*, (encored); a song of Roch Albert, given with great applause by Mr. Reeves; a solo on the double-bass by Anglois; a duet for cornet and ophicleide by Kœnig and Prospère; ditto on flute and clarinet by Richardson and Lazarus; and the *Scherzo* from Beethoven's Symphony in F. This last was excellently played by the band. After the concert, a lunatic addressed the house from one of the dress-boxes, in a speech of extravagant metaphor and indistinct signification, about parliamentary matter. He was interrupted by hissing and hooting, "turn him out," "hear him," and other denotements of popular excitement. The "row" lasted for some time, until the deranged gentleman was finally hauled over to the care of the police, and conveyed away from the theatre. Another disturbance arose out of a call for the malediction scene from *Lucy*, which was announced in the bills, but this was speedily quelled by an apology offered for Mr. Reeves, whose exertions on the occasion were far more than ordinary. Mr. Reeves sang admirably in the death scene of Edgar, which he gave in the Italian, and obtained a recall amidst enthusiastic cheers. In the two last scenes of the *Maid of Honour* almost everything was redemanded, and everybody recalled. To conclude, the *ballet divertissement*, in which Fuoco was cleverer than ever, closed this prodigiously protracted proslusion at half-past one in the morning.

Mr. Whitworth's benefit took place on Monday, when the *Marriage of Figaro* was played, followed by the *ballet divertissement*, *L'Invitation à la Fête*. Last evening closed the operatic performances of the season. The entertainments were the same as those on Wednesday. We shall have a word or two to say next week respecting the past and future of the Grand Opera.

ROYAL SOCIETY OF MUSICIANS.

THE one-hundred-and-tenth anniversary festival of the Royal Society of Musicians was held at the Freemasons' Hall on Tuesday evening. This society, as most of our readers are aware, was instituted in 1738 for the maintenance of aged and indigent musicians, their widows and orphans. The Freemasons' Hall, on Tuesday evening, presented an imposing aspect. A large company, which included some of the highest

musical celebrities in England, sat down to dinner at six o'clock. The following vocalists were invited:—Messrs. Braham, Sims Reeves, J. Bennett, Barnby, Bradbury, Elliot, Francis, Hatton, Howe, Hill, Kench, Lockey, Machin, Novello, Taylor, Walmisley, and the Misses Dolby and Ellen Lyon. In the absence of His Royal Highness the Duke of Cambridge, who was prevented from attending by indisposition, Mr. R. Palmer, M.P., presided as chairman. Grace was sung before dinner, and the *Non nobis domine* directly after. The usual toasts were given, each being followed by a piece of music. Mr. Horsley spoke at length on the benefits accruing from the society, and was loudly cheered. He subsequently read a list of donations and benefactions to the society, amounting to nearly £500. Among the toasts proposed during the evening was one containing a just tribute of respect to M. Hector Berlioz, the celebrated musician, who was invited as a guest; this toast was received with unanimous and long-continued plaudits. M. Berlioz, returning thanks in the French language, paid several compliments to the musical taste and feeling of the English nation, and expressed himself highly flattered by his reception in this country, and gratified by the manner in which his works had been executed by our artists. Several other toasts were proposed, which were responded to in the heartiest manner. Among these we may note the healths of Mr. C. Knyvett, the oldest member of the society; the Rev. D. C. Delafosse, A.M., chaplain of the society, and that of Mr. R. Palmer, the chairman. These toasts provoked sundry speeches, which were received with great applause. In the musical department two marches for the military band, composed for the society by Haydn and Winter, excited much interest. These compositions, which are without great musical pretensions, were well executed, under the direction of Mr. Harper, by Messrs. Williams, Lazarus, and Egerton (clarionets); Card, and Card jun. (flutes); Cooke and Malsch (oboes); Baumann and Godfrey (bassoons); Platt and C. Harper (horns); Harper and T. Harper (trumpets); Healey (trombone); and Prospère ophicleide. In the vocal music we may specialise the glee, "Cold is Cadwallo's tongue," sung by Messrs. Machin, Barnby, Howe, Bennett, and Kench; and Wilbye's Madrigal "Flora gave me fairest flowers," executed by eight young gentlemen from Westminster Abbey, and eight glee-singers. Mr. Braham, who was vociferously cheered on taking his seat at the piano, gave Dibdin's song, "Stand to your guns," with a power and energy strongly reminiscent of his greatest days. Mr. Reeves was enthusiastically encored in Balfé's popular ballad, "In this old chair," from the *Maid of Honour*. Miss Dolby obtained a similar compliment in a song of Hatton's, "Day and night," which she sang most charmingly; and Miss Ellen Lyon gave Haydn's "My mother bids," in a most unaffected manner. Other solos were sung in the course of the evening, which we cannot particularise. The evening's proceedings passed off with great hilarity and good humour; and Mr. Parry, the honorary secretary of the Society, received the unanimous thanks of all assembled, for his unflinching exertions on behalf of the Royal Society of Musicians.

REVIEWS OF MUSIC.

"The Fortune-Tellers;" Duet, sung by the Misses Williams and the Misses Smith. The words by DESMOND RYAN, the music by CLEMENT WHITE.—J. PROWSE, Hanway-street.

The above is perhaps the most pleasing of Mr. Clement White's duets. We prefer it to "Tell, sister, tell," which obtained so much popularity in concert-rooms; or to the "Hope" duet which pleased Jules de Glimes so much when he accompanied the Misses Williams at the Hanover-Rooms, and played from a manuscript copy. "The

"Fortune-Tellers" is really a capital duet of the popular kind: spontaneous and striking in the tune, neatly arranged, and excellently voiced. The contralto part is especially good, and we remember on no former occasion having heard the fair Martha Williams display her rich deep notes so effectively as when she sang this duet with her sister for the first time. The words are harmonious of numbers, and well enough in the notion, but there's a mistiness about the following lines not to be tolerated in lyric verse:

"Better the warning and truth be thine,
Than, robed in misty doubt,
Visions all light without
Pressing thee round about,
To peak and pine."

Perhaps the word "misty" suggested the cloudiness to the writer. By the way, the last line is partly cribbed from Shakspeare. Having heard Mr. Clement White's duet as well as having it before our eyes, we have it in our power doubly to recommend it, which we do without the least hesitation.

"She is lost to us now;" *Ballad, sung by and dedicated to Miss STEELE, for whom it was expressly written and composed by GEORGE LINLEY.*—C. OLLIVIER, New Bond-street.

Mr. Linley's tune is a tune, but an indifferent one; and Mr. Linley's words are words certainly, but not poetry. This part-composer and poet has occasionally hit upon a pleasing subject for his ballads, and has obtained a certain repute for a certain pretty, very pretty song, called "Thou art gone from my gaze," which, however, gained most of its popularity by the charming singing of its fair interpreter, Miss Dolby. But Mr. Linley has written other tunes which were not wanting in merit, as we have had occasion to notice ere this: through the one before us has no claim whatever on our sympathies. The tune is forced and angular and when there is an attempt at novelty, is harsh and unnatural. The poetry is worse. In a former notice of one of Mr. Linley's lyrics we quarrelled with the idea—

"We wander a meadow."

The writer meaning, we suppose, "we wander *through* a meadow;" the restoration of the preposition would have made the line sense: but the elision of a preposition is beyond all poetic license, and for this reason, we found fault with the poet's line. But, in the song before us, Mr. Linley has flown a flight beyond all poetic license. We have here the former idea repeated, but much more vaguely. The line, "We wander a meadow," is changed to "I wander a path." By no possible substitution of any part of speech can the last line of the poet be reduced to sense. It is possible to wander *through* a meadow—but how one may be said to "wander a path," or "wander *through* a path," since a path precludes all wandering, and is made for no other purpose than to restrain folks from wandering, is more than our simple judgments can pretend to explain. But Mr. Linley is an original poet, and disdains all reference to common sense.

CONCERTS.

STERNDALÉ BENNETT'S SOIREEES.—Mr. Bennett provided a most admirable musical entertainment on Tuesday week, at the Hanover Rooms. It was the first performance of classical pianoforte music given by the great pianist this season. The concert was entirely devoted to the works of Mendelssohn. The following was the programme:—

PART I.—Quartet (in B minor), dedicated to Goethe, Pianoforte Violin, Viola, and Violoncello, Messrs. W. S. Bennett, Blagrove, Dando, and Lucas, *Op. 3.*—Prelude and Fugue, *Op. 35.*—Movements (from the Temperaments), *Op. 7.*—Pianoforte, Mr. W. S. Bennett.—Song, "The Garland," Mr. Lockey.—Duo Sonata (B flat major), Pianoforte and Violoncello, Messrs. W. S. Bennett and Lucas.—*Op. 45.*

PART II.—Selection from the "Lieder ohne Worte," Pianoforte, Mr. W. S. Bennett.—Songs, Miss Dolby, "Spring Song," and "Nacht-lied" (Song of Night).—Grand Trio (C minor), dedicated to Spohr, Pianoforte, Violin, and Violoncello, Messrs. W. S. Bennett, Blagrove, and Lucas, *Op. 66.*

Among all the pianists of the present day, there is none who can interpret the compositions of Mendelssohn with more truthfulness and power than Sterndale Bennett. Mr. Bennett was an intimate friend of Mendelssohn's, and is thoroughly acquainted with all his works—in their spirit, their fullness,

and their meaning; and had for many years mingled minds with the great composer, whose life, but not whose glory, has passed away from us. Mr. Bennett feels himself never more at home than when interpreting the works of Mendelssohn, and the result invariably justifies his confidence. The performance was all that the lovers of Mendelssohn could have desired, or that we ourselves had anticipated. A more intellectual treat we have rarely enjoyed. The quartet, which opened the concert, was admirably executed. In the Prelude and Fugue Mr. Bennett exhibited his superiority in the severe style, and in the *Lieder ohne Worte* (two of which were loudly encored) he displayed the most refined sentiment, united to a delicacy, a brilliancy, and an energy, inferior to none. "The Garland" was given by Mr. Lockey with great expression, and deservedly applauded. The sonata was played very finely by Mr. Bennett and Mr. Lucas. This latter gentleman cannot be surpassed as an exponent of classic music on his instrument. Miss Dolby was encored in the *nacht-lied* (song of night), the last composition of Mendelssohn; and, indeed, from the intense pathos and melancholy feeling the composer has infused into it, it could hardly fail of suggesting, to the majority of the audience, the dying notes of the swan. Miss Dolby gave this exquisite melody with infinite expression. The C minor trio constituted a magnificent close to this splendid concert. The rooms were filled with distinguished amateurs, and did not lack the attendance of the musical *dilettanti*; none of whom but were delighted to hear Mendelssohn's music interpreted by Sterndale Bennett.

MR. LINDSAY SLOPER.—An elegant and fashionable audience assembled at Willis's Rooms on Thursday evening, the 17th, attracted by Mr. Lindsay Sloper's excellent and classical programme. This concert constituted the first of three soirées of pianoforte music, announced for the season 1848. The performance was devoted to the right sort of music, as the programme will indicate:—

PART I.—Sonata (No. 4), in C minor, for Pianoforte and Violin, Messrs Lindsay Sloper and Willy, *J. S. Bach.*—Fugue and Passacaglia in D minor, Pianoforte, Mr. Lindsay Sloper, *F. Couperin* (Organist to Louis XV., A.D. 1725).—Songs, Miss Dolby Mendelssohn.—Sonata, *Op. 101*, in A major, Pianoforte, Mr. Lindsay Sloper, *Beethoven.*

PART II.—Quartet, *Op. 3*, in B minor, for Pianoforte, Violin, Viola, and Violoncello, Messrs. Lindsay Sloper, Willy, Hill, and Hausmann, *Mendelssohn.*—Eighth Book of Mazurkas, *Op. 50*, Pianoforte, Mr. Lindsay Sloper, *Chopin.*—Song, *Op. 8*, No. 3, Miss Dolby, *Lindsay Sloper.*—Selection from a Set of 24 Studies, *Op. 3*, Pianoforte, Mr. Lindsay Sloper, *Lindsay Sloper.*

The selection was in every respect admirable. The entertainment opened well with the sonata of Bach, in which Mr. Lindsay Sloper displayed high powers of execution and great classic taste; being ably seconded by Mr. Willy. The quaint and picturesque *Passacaglia* of the old French composer was re-demanded with acclamations, a compliment wrung from the audience as much by the excellent playing of the pianist, as by the peculiar merits of the composition. Miss Dolby sang Mendelssohn's music in her usual pure and unaffected style, and was loudly applauded. In Beethoven's sonata, Mr. Lindsay Sloper exhibited his high feeling for the intellectual in music, and in each movement of this wonderful and rarely attempted work, obtained the unanimous approbation of his auditors. The splendid quartet was rendered a *merveille* by the four executants, of which it would be invidious to select any one for especial eulogy. The talented four worked as though they constituted one instrument played upon by some consummate hand. The performance of the quartet was certainly the crowning rose of the concert. We never heard the first movement taken so rapidly. Chopin's mazurkas served to exhibit Mr. Lindsay Sloper as an elegant interpreter of bagatelles, and as one thoroughly aware

of the peculiarities of that which has been somewhat rashly styled the modern romantic school. Miss Dolby obtained a well-deserved encore in Mr. Sloper's song, a composition unaffectedly graceful and expressive. The selection of studies for the piano-forte brought out Mr. Sloper in a new light. As a composer for the pianoforte, this gentleman, on more than one occasion, has won our warmest commendation. We are happy to award our suffrages in favour of the studies performed on Thursday evening by Mr. Lindsay Sloper. The concert terminated at a rational hour.

MR. WILSON'S NIGHT WITH SIR WALTER SCOTT.—On Monday evening Mr. Wilson gave his new entertainment, entitled "A Night with Sir Walter Scott," before a full and intelligent audience, at the Music Hall, Store Street. Mr. Wilson's apology for want of confidence in his abilities to enter into this new field of poetry and song, was little needed, for the excellent style in which he sang the music and recited the various extracts from "The Lady of the Lake," fully exemplified his fitness for his office. The Boat Song, "Hail to the chief, who in triumph advances," was very effectively rendered, and elicited marked approval; the Ballad of "Alice Brand" was interesting, and the Hymn to the Virgin, "Ave Maria," (music by Schubert) was beautifully and chastely sung by Mr. Wilson; the Lay of the imprisoned huntsman, "My hawk is tired," finished the "Lady of the Lake," and drew the warmest applause from the audience. The entertainment concluded with some miscellaneous songs, among them, Lady Heron's song in Marmion, "Young Lochinvar," which was enthusiastically and deservedly encored. The room was crowded. Mr. Jolley ably presided at the pianoforte.

MR. REEVES.

THIS celebrated tenor was born at Woolwich, in 1821, and received the first rudiments of his education from his father, who was a professor of music and singing. From his earliest years he was passionately attached to music, and up to the age of twelve he remained at home with his father, and devoted himself to his studies with extraordinary assiduity. He was then sent to a grammar school, where he continued for two years, without, however, neglecting the art to which he was so deeply attached. At this period his exquisite *soprano* voice was the theme of universal admiration. He sang occasionally at private concerts with great effect, the best judges prognosticating his future fame as a great artist. Two years afterwards he was placed under Mr. H. Calcott, for harmony and counter-point, and under John Cramer, for the pianoforte. Mr. Reeves, during this period, left little undone which was likely to advance his general knowledge of music. He acquired an efficient knowledge of several orchestral instruments; among which we may mention the violin, violoncello, oboe, and bassoon, attaining tolerable proficiency upon each. Some unaccountable freaks of fortune, or some fortuitous circumstance connected with family matters, induced Mr. Reeves to turn his attention to medicine; but after a year's instructions he abandoned this grave pursuit, which was not at all to his taste. The first passion of his youth now revived in him with ten-fold fervor. He applied himself once more to music, and received lessons in singing from T. Cooke, Hobbs, and other well-known masters. In June, 1839, Mr. Reeves made his *debut* at Newcastle-on-Tyne, as a tenor, and subsequently appeared at Edinburgh, Glasgow, Norwich, Belfast, Dublin, and other places. His first Metropolitan engagement was at Drury Lane Theatre, when under Mr. Macready's management; he occupied the post of second tenor, but appears to have made no very great impression, even in this subordinate position. His artistic incompetency at this time, in spite of the rare beauty of his voice and his high artistic feeling, even then manifest, was remarkable. But young

Reeves felt, nevertheless, he was destined, at no distant period, to occupy an elevated position in the lyric scene. Wholly dissatisfied with the progress he had hitherto made in his musical studies, he determined to try what a Continental course of instruction could effect for him, and with this idea he proceeded to Paris, where he studied for a short period with great perseverance and assiduity, returning to London, and vastly improved in all respects. He then visited Liverpool, Manchester, and other towns, where he sang with considerable success. Satisfied now that he was making progress in his art, he resolved to avail himself of an opportunity which then offered itself of pursuing his studies in another and the best school of singing, and proceeded forthwith to Milan, where he remained a considerable time, receiving instructions from Mazzucato, the chief professor of the *Conservatorio*, and subsequently placed himself under Bagetti. With these masters he made rapid progress, and soon acquired a thorough knowledge of the formation of the voice, the production of tone, and the art of vocalization. He made his *debut* at the *Scala*, in Edgardo, and created a *furor*, although not without some opposition, which arose from the unpopularity of the manager. Mr. Reeves next visited Venice, and other towns of Northern Italy, his reception everywhere being highly flattering. When the management of the Royal Italian Opera determined on opening Covent Garden, during the recess, with English opera, Mr. Beale, the then indefatigable director of the establishment, wrote to Mr. Reeves, and offered him an engagement, which induced him to come to London forthwith. The idea of English Operas being abandoned, Mr. Reeves was about returning to Milan, when an offer from M. Jullien altered his intention, and he signed an engagement with the lessee of Drury Lane. Of the talents of this accomplished vocalist it is unnecessary to say one word in this place. He is now acknowledged to be one of the best tenors in Europe, and his success in London has been unparalleled since the best days of Braham. Mr. Reeves is one of the few English singers who has known how to acquire, and how to profit by the incomparable method of the Italian school, which enables him, moreover, to sing English music in a style, to which the great majority of our national vocalists are thorough strangers; more is the pity. We are however inclined to think that Mr. Reeves has yet to be heard to the greatest advantage on the *Italian Stage*. For M. Jullien's sake, however, we hope the day may be yet far distant. Drury Lane Theatre would have to feel the heavy weight of his absence; Mr. Reeves and the Grand Opera are now so identified that we should hardly be able to recognize either of them apart from the other.

DRAMATIC INTELLIGENCE.

FRENCH PLAYS.—*Le Chevalier d'Esnonne*, despite the heaviness of the first act, was eminently successful, thanks to the excellent acting and varied talents of Mdlle. Nathalie, and the never-tiring efforts of M. Montaland. The piece is amusing, more especially the two last acts; but has the fault of all plays stereotyped on novels, viz. a tendency to prolixity. That which reads well does not necessarily act well, the dramatist cannot enter into those minute details which are the peculiar province of the novelist: the utmost he can do is to give a broad sketch, and leave the filling up to the actor. We do not know how far M. Alexandre Dumas has authorised this version of his novel entitled, "La Guerre des Femmes," we are inclined to the opinion, that it has been done without his consent; the story, in some few instances, being altered for the worse, although the plagiarism is mani-

fest in the ensemble, the attempt to conceal the theft by altering the names, adding, in our opinion, to the enormity of the crime. The story turns on the efforts of the Chevalier d'Esbonne, or rather his sister, Madame d'Herbelay, to save her brother, who has engaged in the civil wars of the *Fronde*, and has sided with the party *des Princes*, of which Condé, in prison at the Chateau de Vincennes, was the ostensible chief, although a mere puppet in the hands of the Coadjuteur, afterwards Cardinal de Retz. The young lady has taken the disguise of her brother, is arrested by Le Chevalier de Nangis, and by him conducted to Paris. The situations which arise out of this disguise are fertile sources of annoyance and vexation to the young lady, increased by the suspicions of the Chevalier de Nangis, who has recourse to various devices in order to solve the enigma, which is cleared up at last, much to his satisfaction, by his marrying the fair widow. There is an underplot of a certain Regaillette, who turns out an excellent musician, although we are left in the dark as to the means employed in the attainment of her great talents, acquired perhaps, in the *conservatoire* of her native village in Provence; this Regaillette is beloved by Oliver, a young artist, who doubts at first the honour of his mistress, but on the gentleman being proved a lady, all the parties declare themselves satisfied. Mdlle. Nathalie played her part and sang her music in first-rate style, she displayed a charming *melée* of feminine delicacy and archness, and left us in doubt whether the *robe à queue* of the court lady, or the *juste au corps* and *chapeau à plumet* of the gay cavalier became her best. In both, however, she was irresistibly fascinating, and won the admiration of the audience with an equal grace. M. Montaland has played no part so well as this, nobody understands better than he does how to keep the stage alive, what our neighbours style *remplir la scène*; the piece never flagged for an instant, thanks to his activity and omnipresence: his Gascon accent was good without being exaggerated, and his humour jovial and exhilarating. Regaillette was rather too much for Madlle. Marot: she looked and played her part well and carefully; but her songs were of rather too ambitious a range; we would suggest the propriety of curtailing them. The other parts were well filled by Madlle. Eliza Grange, and MM. Chatelain, Tourillon, Prosper, and Josset. In the *Visconte Gioffrè*, MM. Josset and St. Marie, and Made. Valmy, convulsed the house with laughter by the excellence of their acting. We are promised next week a new and original *Comédie de Salon* entitled, *Une Imprudence*. It is in one act, and we understand the author is M. Rolande. We do not exactly know what a *Comédie de Salon* means, we hope we shall not be asphyxiated by a superabundance of *Eau de Cologne*, or rose water,—our nerves are weak; however, we shall see and report progress; as one of the fraternity, we sincerely trust that *Une Imprudence* may not be an *imprudence*, as regards the author, and shall be delighted to hold out a helping hand to the bold man, who dares to appeal to a London audience without having first passed through the ordeal of a Parisian public. We wish him success.

J. de C—e.

MISCELLANEOUS.

MR. EDWARD STURGES, many years organist of the Foundling Hospital, expired on the 16th inst.

THALBERG.—After a brief sojourn in London, this eminent pianist, who had been employed by Cramer, Beale and Co. of Regent-street to appear in the provinces, departed for Edinburgh in company with Misses A. and M. Williams, Miss Bassano, Mr. J. Williams and Signor Ciabatta. Their

concerts in the Scotch Capital proved greatly successful. Subsequently they gave concerts at Glasgow, which met with the same reception. Thalberg will perform at Exeter Hall on the 6th of March, the only occasion of him playing in public in London this year.

MR. LOCKEY has been appointed by the Bishop of London to succeed Mr. J. Welsh as a gentleman of Her Majesty's Chapel Royal.

A SPECIAL GENERAL MEETING was held on Tuesday last at the Welsh School, Gray's Inn Road, to elect a president of the Institution, rendered vacant by the death of the Earl of Powis.

SACRED HARMONIC SOCIETY.—Miss Wallace, whose successful *debut* we noticed, will again sing in Haydn's *Creation*, at Exeter Hall, on Wednesday.

MERCADANTE'S NEW OPERA.—MADAME FREZZOLINI.—We were present at the rehearsal of this composer's new opera, "Gli Orazzi e Curiazzii," in St. Carlo, in which Madame Frezzolini appears to great advantage; also the tenor Fraschini, who has a clear ringing voice, that finds its way into every corner of this noble theatre. Fraschini's fortissimo note upon A in alt, for brilliancy of tone I never heard equalled. The evenness of his voice, also, is a rare excellence. Rubini was defective in this particular; he could only sing very loud or very soft. He had no middle voice, in which lies true feeling and passion. Not that I think Fraschini at all equal to Rubini in feeling. Viganoni is the only singer I ever heard pre-eminent in sentiment. Mercadante uses the powerful tones of Frezzolini and Fraschini, in unison with the clarinet, in producing an overwhelming fortissimo, which I never before heard upon any stage. As a composition, the merits of the opera are very unequal. The style, at times, is as quaint as that of fifty years ago; old and patchy in places; no part is bad, but many of the passages are what we have frequently heard before; as some people talk, repeating what they have already said—a certain mark of poverty of ideas and want of resources. Such feebleness is never found, by any chance, in the works of Beethoven. Some effects of instrumentation pleased me, because they are new. The opera is highly dramatic—I think too much so for an English audience; but sadly deficient in those little airs which are so attractive in the operas of Bellini and Donizetti, and for which Naples has been celebrated. The finest parts are those which Frezzolini supports—and most magnificently are these done. Her talent and taste are of such an order, that she must gratify, nay, enrapture the audience in every city in which she appears.—*Gardiner's Sights in Italy*.

THE MUSICAL UNION.—Mr. Ella, the director, has issued his prospectus for the season, in which the days of the reunions are specified as follows:—March 28th; April 11th; May 2nd, 16th, and 30th; June 13th and 27th; and July 8th. Great expectations are held out to the amateurs of cultivated and refined taste in the forthcoming performances of the Musical Union. Mr. Ella is indefatigable in his exertions to procure the best instrumental performers for his excellent and *recherché* meetings.

MISS RAINFORTH, Messrs. Stretton and Travers are engaged by Mr. Newcome for a fortnight, to sing at the Theatre Royal Plymouth, commencing on the 6th of March.

ROYAL ITALIAN OPERA.—A considerable improvement is being made in the Italian Opera House, Covent Garden, for the accommodation of the public in the ensuing season. The second Amphitheatre and Gallery, formerly separate stories, are thrown into one general incline, and by an extensive backward, beyond the present wall, will be capable of containing six hundred persons.—*The Builder*.

TO CORRESPONDENTS.

Mr. J. ALFRED NOVELLO informs us that the copyright of Mendelssohn's *Pedal Fugues*, Op. 39, which he alluded to, some time ago, as being published by R. Novello and Ewer and Co., has been regularly assigned to him, and is his sole property.

ADVERTISEMENTS.



Her Majesty's Theatre.

The Nobility, Gentry, Subscribers to the Opera, and the Public are respectfully informed, that an

EXTRA NIGHT

Will take place

On THURSDAY NEXT, MARCH 2nd,

When will be performed ROSSINI's celebrated Opera,

IL BARBIERE DI SIVIGLIA.

Rosina, Mdlle. SOFIA CRUVELLI.

Il Conte d'Almaviva, Sig. GARDONI. Basilio, Sig. BOUCHE.

Bartolo, Sig. F. LABLACHE Figaro, Sig. BELLETTI.

To conclude with the highly successful, new, and original

GRAND BALLET.

In Four Tableaux, by M. PAUL TAGLIONI, entitled FIORITA ET LA REINE DES ELFRIDES.

The Music composed by Sigr. Pugnani; the Scenery (entirely new) by Mr. C. Marshall.

PRINCIPAL PARTS BY

Mdlle. CAROLINA ROSATI,

Mesdles. ESTHER AUSUNDON, TREVENOT, JULIENNE, LAMOUREUX, and Mdlle. MARIE TAGLIONI, &c.

PRINCIPAL DANCES.

1 Tableau.—La Cour d'Auberger en Sicile.—La Fiancée, Mdlle. ROSATI and Mesdles. Julienne and Lamoureux, &c.; La Palermitana, Mdlle. ROSATI.

2 Tableau.—La Foret des Elfrides.—Ballabile et Pas de la Reine des Elfrides, Mdlle. MARIE TAGLIONI, and Mesdles. Ausundon, and Dames de Ballet; Danse Nationale, CORPS DE BALLET; Pas, Mdlle. ROSATI and M. DOR, Mesdles. Julienne and Lamoureux.

3 Tableau.—La Cabane de Hertha.—L'Illusion, Mdlle. MARIE TAGLIONI and M. DOR, and Dames de Ballet.

4 Tableau.—Les Jardins Enchantés.—L'Animation, Mdlle. ROSATI and M. DOR, and Dames de Ballet; L'Oubli, Mdlle. MARIE TAGLIONI and M. DOR, Mesdles. Thevenot, Ausundon, Julienne, Lamoureux, and Dames de Ballet.—Le Chatiment—Scène Finale.

Applications for Boxes, Stalls, and Tickets to be made at the Box-Office of the Theatre. Doors open at seven, and the Opera will commence at half-past seven o'clock.

Theatre Royal Drury Lane.

M. JULLIEN'S

Grand Bal Masque

On MONDAY EVENING, FEBRUARY 28th.

M. JULLIEN has the honor to announce that his GRAND ENTERTAINMENT will take place on MONDAY, February 28th.

Admission to the BALL, 10s. 6d.

The audience portion of the Theatre will be reserved for the exclusive accommodation of Spectators, who, by application at the Box Office, can secure their Boxes and Places, which will be retained for them during the whole of the evening. Prices of admission for Spectators, Dress Circle, 5s., Boxes and Amphitheatre, 3s., Lower Gallery, 2s., Upper Gallery, 1s. Private Boxes, from £3 3s., and upwards. Ladies and Gentlemen taking Private Boxes, will have the privilege of passing to and from the Salle de Danse without extra charge. The doors will be opened at half-past nine—Dancing will commence at Ten.

Refreshments will be supplied during the evening, and consist of Ices—Sherbet—Carrara Water—Tea—Coffee, &c., &c. The Supper, under the direction of Mr. G. PAYNE, will be served at one o'clock.

Mr. J. NATHAN, 16, Castle Street, Leicester Square, is appointed Costumier. No person will be admitted in the costume of Clown, Harlequin, or Pantaloon. The Police regulations will greatly facilitate the arrival and departure of carriages, and it is hoped that Ladies and Gentlemen will enforce compliance with them on the part of their coachmen. The Box Office of the Theatre will remain open at seven o'clock.

NOW PUBLISHED,

L'ALBUM DE BAL,

BY CHARLES D'ALBERT,

(Author of "The Helena and Bridal Polkas," &c.)

Comprising New Waltzes, Polkas, Quadrilles, and a Galop, SPLENDIDLY ILLUSTRATED AND ILLUMINATED IN COLOURS,

By OWEN JONES and BRANDARD. Price 10s. 6d.

The following pieces, contained in the above, are published separately, with Ornamental Titles:—

- | | |
|---|--|
| 1. The Coquette Polka, beautifully illustrated in colours . . . 3 0 | 5. Bavarian, or Lola Montez, Polka 3 0 |
| 2. Normandie Quadrille . . . 3 6 | 6. Robert Quadrille 3 0 |
| 3. Margarita Waltz 4 0 | 7. Emmeline Waltz—splendid illustration in colours . . . 3 0 |
| 4. Naples Quadrille, beautifully illustrated in colours . . . 3 0 | 8. Danube Polka 3 0 |
| | 9. Alboni Polka 2 0 |

The whole of these have been carefully selected, and are especially adapted for the Ball Room; the Melodies are exceedingly graceful and pleasing, and the arrangement is of a brilliant but easy character.

ALSO, AS A COMPANION TO THE ABOVE,

THE BOOK OF SONG,

BEAUTIFULLY ILLUSTRATED AND ILLUMINATED IN COLOURS,

By OWEN JONES and BRANDARD. Price 10s. 6d.

CONTAINING NEW SONGS AND A DUET

By the Hon. Mrs. NORTON, LADY DUFFERIN, BALFE, G. LINLEY, VAL. MORRIS, BARKER, MAYNARD, MORI, MACFARREN, &c.

"There are no less than ten pieces of music in this recherché work of art; among them, a ballad by a well-known amateur, composed for and sung by Mme. Anna Thillon: this is called 'The Lily lies drooping,' and is an exceedingly pretty composition; a duet by Macfarren; a song by George Maynard (previously noticed); a ballad written and composed by Mrs. Norton; one by Lady Dufferin; and a clever song by Balfie. These serve to form a collection of which we think few of our professional and amateur friends will fail to become the possessors, when we put them in possession of the knowledge of the sum required for the purchase of 'The Book of Song,' which is only half the price at which such books are usually charged—namely, half a guinea. So much for its musical qualities. The beauty of its embellishments has seldom been surpassed; we would especially instance the frontispiece, which is drawn in first-rate style, and beautifully coloured. It represents a female reaper, and acts as the companion to the 'Reaper's Evening Song,' by George Linley. Another illustration, an exquisite lithograph, precedes a song—the poetry by the lamented L. E. L.—called 'Constance.' The artist has completely caught the intention of the poet. The cover is embellished with an ornamental gold and coloured gothic design, in which much taste has been shown; the title is also quite a gem. Brandard is the artist. How this book can have been produced at the price at which it is charged passes our comprehension; ten pieces of music, with illustrative drawings, at a price scarcely exceeding half that usually charged for the music alone. We recommend those of our readers who would make an elegant present at an economical rate, to avail themselves of the opportunity afforded by the publication of Messrs. Chappell's 'Book of Song.'—DRAMATIC AND MUSICAL REVIEW.

The Songs, &c., comprised in "The Book of Song" may also be had separately:—

- | | |
|---|-----|
| 1. "The Reaper," splendidly illustrated, written and composed by G. Linley | 2 6 |
| 2. "The Lily lies drooping," sung with the greatest success by Mme. Thillon, written by George Linley, composed by Val. Morris | 2 0 |
| 3. "I strive to forget thee," written by G. Linley, composed by W. Maynard | 2 0 |
| 4. "The Home of Youth," written by A. W. Hammond, composed by Balfie | 2 0 |
| 5. "Friends and Home," written by A. W. Hammond, composed by G. Barker | 2 0 |
| 6. "Constance," sung with immense success by Miss Dolby, with an illustration by Brandard, written by L. E. L., composed by George Linley | 2 0 |
| 7. "Let us haste to the River," duet, written by A. W. Hammond, composed G. A. Macfarren | 2 6 |
| 8. "Would I were with thee," written and composed by the Hon. Mrs. Norton | 0 |
| 9. "The Sailor Boy," written and composed by Lady Dufferin | 2 0 |
| 10. "The Soldier's Bridal," written by Miss G. Crossman, composed by F. Mori | 2 0 |

These works have been prepared with the greatest care, and in the most elegant style, in order to form highly attractive Musical Albums, at half the usual price.

CHAPPELL, 50, NEW BOND STREET.

"BEAUTIFUL BELLS."

This Song that has been sung at nearly all the Concert Rooms in England, for the last twelve months, and which has never failed in creating an encore, is only known as "Mather's Song," "Beautiful Bells." Price 2s.

Publisher, PROWSE, Hanway Street, London.

EXETER HALL.

M. THALBERG'S CONCERT,

On MONDAY EVENING, MARCH 6th.

ARTISTES—Madame Thillon, Miss Wallace, Miss Bassano, Miss A. Williams, and Miss M. Williams.

Mr. Sims Reeves, Mr. T. Williams, and Signor Ciabatti.

M. THALBERG will perform on this occasion, 1, a Grand Fantasia from "LA SONNAMBULA,"—2, a Capriccio on the Serenade from "DON PASQUALE,"—3, a Grand Fantasia on the Serenade and Minuet from "DON GIOVANNI."

THE ORCHESTRA WILL BE COMPLETE:

Leader, **MR. WILLY.** Conductor, **M. BENEDICT.**

The Concert will commence at a Quarter before Eight o'clock.

M. THALBERG will perform on Erard's New Patent Grand Piano Forte, selected by him for this occasion.

Tickets—Central Seats, 5s.; Front Reserved Seats, 7s.; Area and Western Gallery, 2s. 6d.; to be had of Messrs. CRAMER, BEALE, and Co., 201, Regent Street; KEITH and PROWSE, 48, Chancery; and the principal Musiciansellers; also of Mr. BOWLEY, Charing Cross; and at No. 9, Exeter Hall.

CONCERTS OF ANCIENT MUSIC.

The Subscribers are respectfully informed, that the following are the days on which the Concerts will be performed this season:—March 22; April 5; May 3, 10, 17, 24, 31; June 7. The Rehearsals will commence on the Monday preceding each Concert, at Twelve o'clock; the Concerts at half-past Eight. Subscriptions received, and Tickets and Programmes issued, at Lonsdale's Musical Library, 26, Old Bond-street.

JUST PUBLISHED,

"PONDER MY WORDS, O LORD!"

ANTHEM for Two Trebles, arranged from *Corfe* and *Handel*, by R. ANDREWS. Sold at R. ANDREWS' London Piano Forte and Harp Bazaar, 4, Pall Mall Buildings, where may be had *Purcell's* Anthem, four voices, "O GOD THOU ART MY GOD," 2s.; and a new edition, handsomely bound, of *W. Shore's* "SACRED MUSIC."

APPRENTICE TO THE MUSIC TRADE.

Mr. HARRISON, Music Seller, &c., Birmingham, is desirous of receiving into his Establishment a young Gentleman, of good education and address, to be articled for a term of years. Applications addressed to Mr. HARRISON, as above, will receive prompt attention.

**New Music for the Concertina & Piano Forte.**

PUBLISHED

By SCATES, 32, NEW BOND STREET.

"THE SWISS GIRL," as sung by Miss Dolby, at M. Jullien's Concerts, arranged with variations, P. F. accompaniment ad lib. Giulio Regondi,	4	0
"THOU ART GONE FROM MY GAZE," (G. Linley) arranged with STAY FLEETING TIME, (from MARITANA), arranged by Giulio Regondi	8	0
Variations, P. F. accompaniment ad lib. Giulio Regondi	3	0
SELECTION from "LA FIGLIA DEL REGGIMENTO," Giulio Regondi TROIS RECREATIONS pour les Elèves, No. 1, in G. No. 2, in C. Giulio Regondi, each	2	6
"LE PARTERRE," arranged by T. Scates, No. 1, containing a selection from the Crusaders	2	0
No. 3, containing Glover's celebrated Duet, "We come to thee, Savoy;" "Un Segretto;" "The Standard Bearer," &c.	2	0
GIULIO REGONDI's Rindiments for the Concertina, 2nd edition, price	10	6

J. SCATES, Concertina Manufacturer, 32, New Bond Street.

SACRED HARMONIC SOCIETY,

EXETER HALL,

On WEDNESDAY, MARCH 1st, will be repeated *Haydn's* Oratorio.**THE CREATION.**

Principal Vocal Performers, Miss WALLACE (her 2nd appearance), Mr. LOCKEY, Mr. LEFFLER, and Mr. H. PHILLIPS. The Band and Chorus will consist of above 500 Performers. Tickets, 3s. each: Reserved Seats, in the Area or Gallery, 5s. may be obtained of the principal Musiciansellers; of Mr. Bowley, 53, Charing-cross; Mr. Ries, 102, Strand; or of Mr. Mitchell, 39, Charing-cross.

THOMAS BREWER, Hon. Sec.

MR. W. STERNDALE BENNETT

Has the honour to announce that his performances of CLASSICAL MUSIC will take place at the HANOVER ROOMS, on TUESDAY EVENINGS, MARCH 7th, and 28th; to commence at half-past Eight o'clock, when he will perform Selections from the Works of various esteemed Composers, and will be assisted by eminent vocal and instrumental talent. SUBSCRIBERS' TICKETS, ONE GUINEA each, SINGLE TICKETS, to admit to any one CONCERT, HALF-A-GUINEA each.

To be had of Mr. W. S. BENNETT, at his Residence, 15, Russell Place, Fitzroy Square; and at the principal Music Warehouses.

DISTIN AND SONS,

31, CRANBOURNE STREET, LEICESTER SQUARE, LONDON,

Have just received another Case of the choicest Cornet a Pistons, including the genuine Courtois, at eight guineas, and the **NEW BESSON CORNET**, the latest improvement, so much admired by the Professor and Amateur.—Cornets by Sax.—Distin's Courtois Model, five guineas.—Distin's VENTIL CORNET (requires no crooks), five guineas.—Distin's Patent Improved Sax Horns, as used by themselves, are to be HAD ONLY at their Repository. None are genuine unless "Proved and Warranted by Distin and Sons" be engraved on the bell. A careful examination of every instrument is made previous to receiving their name and approval. Instruments proved in the presence of the purchaser. DISTIN'S TUTOR, 6s.—DISTIN'S JOURNAL for Cornet and Piano, published monthly. Drawings and Explanations sent for two stamps. The very best Roman Violin Strings cheaper than any House in London.

Under the distinguished Patronage of His Majesty the King of Prussia, His Majesty the King of Hanover, and most of the Nobility and Clergy of the United Kingdom, and recommended by the Faculty.

COUGHS, HOARSENESS, AND ALL ASTHMATIC AND PULMONARY COMPLAINTS EFFECTUALLY CURED BY

KEATING'S COUGH LOZENGES.

Upwards of 40 Years' experience has proved the infallibility of these Lozenges in the Cure of Winter Coughs, Hoarseness, Shortness of Breath, and other Pulmonary Maladies. Prepared and Sold in Boxes, 1s. 1d.; and Tins, 2s. 9d., 4s. 6d., and 10s. 6d. each, by THOMAS KEATING, Chemist, &c., No. 79, St. Paul's Church Yard, London. N.B.—To prevent spurious imitations, please to observe that the words, "KEATING'S COUGH LOZENGES" are engraved on the GOVERNMENT STAMP of each Box.

IMPORTANT TESTIMONIALS

Old Kent Road, Oct. 18th, 1847.

SIR,—Will you have the kindness to send me as soon as possible, a 2s. 9d. tin of "KEATING'S COUGH LOZENGES," I have had a 1s. 1d. box, and have found them very valuable in giving a clearness to the voice, to which I have been a stranger for some time, no singer or public speaker should be without them, they assist the voice materially. I send 3s. 3d. Post Office Stamps, you can send them by the Parcel Delivery Company. Please to let me have them as soon as possible. I remain, yours, &c.

To Mr. J. KEATING, 79, St. Paul's Churchyard. F. CUNNINGHAM.

RESTORATION OF VOICE BY KEATING'S COUGH LOZENGES.

Glasgow, 12th January, 1847.

SIR,—I have great pleasure in informing you of the great good your excellent COUGH LOZENGE have done me. In December, 1845, I caught a severe cold from riding two or three miles, one very wet night, which settled in my lungs, and quite took away my voice, so that I could not speak above a whisper from that time until the beginning of December last. I tried all kind of medicines, but they were of no avail. I was then advised to try your Lozenges, which I did only to please my friends; but before I had finished a 2s. 9d. tin, my voice, to my great joy, came back as strong as ever. I am, Sir, your's respectfully,

THOMAS KEATING, Esq.

JAMES MARTIN.

Novello's Monthly Musical Publications.

On the 1st of March will be ready, "ST. PAUL," by MENDELSSOHN, No. 2, 16 pages for 6d.—"JUDAS MACCABEUS," by HANDEL, No. 9, same price.—"CATHEDRAL CHOIR BOOK," No. 7, Folio Organ Score, 1s. 6d.—8vo. Vocal Score, 1s.—8vo. Vocal Parts, 4d. each. The "MUSICAL TIMES," No. 46, price three-halfpence, contains three short Anthems, by F. NOVELLO.

LONDON SACRED MUSIC WAREHOUSE,

69, Dean Street, Soho, and 24, Poultry.

Musical & Dramatic Academy, 21a, Soho Square.

Mr. HOWARD GLOVER has the honor to announce that this Establishment, intended for the formation of Artists for Opera, the Drama, and the Concert Room, and for general Musical Instruction, is now OPEN. **THE DRAMATIC DEPARTMENT** under the direction of his Mother, **MRS. GLOVER**, (of the Theatres Royal and **THE MUSICAL** will be conducted by Mr. HOWARD GLOVER.

Vocalists desirous of devoting their talents to the Stage, will here be afforded an opportunity of acquiring that indispensable practice in the performance of Concerted Pieces and Musical Declamation, the want of which has been so severely felt by our rising Artists, who, from the fact of our possessing no regular provincial Opera, have been forced either to seek for the necessary experience abroad, or to brave, in an immature state, the ordeal of Metropolitan criticism. The System of Instruction will be as follows:—

A Class for Dramatic Reading—for Private Vocal and other Lessons—a Vocal Class for Concerted Music for Gentlemen—a Vocal Class for Ladies. A General Rehearsal will take place; and, once in every Month, an entire **Work-Opera or Oratorio—with Orchestral Accompaniments**, will be performed, on which occasions the Friends of the Students, the leading Members of the Musical Profession, and the Metropolitan Press will be invited—**Instrumental Classes**, for the Practice of Chamber and Orchestral Music, and a **Harmony Class**, conducted by the most eminent Professors.

TERMS:

Dramatic and Musical Instruction, per Quarter, TEN GUINEAS.
Instrumental and Harmony Classes, per Quarter, FOUR GUINEAS.
PROSPECTUS, containing full particulars, may be obtained on application to any of the Music Publishers.

All communications to be addressed (post paid) to Mr. HOWARD GLOVER,
No. 21a, SOHO SQUARE.

SIX NEW BALLADS,

BY STEPHEN GLOVER.

The Poetry written by J. E. CARPENTER, &c., Author of "Beautiful Venice,"
"Have faith in one another, &c."

- No. 1.—I have listened to your song.
- 2.—You'll come again.
- 3.—The moon was the only fair lady I met.
- 4.—My own dear cottage on the green.
- 5.—The Bird of Passage, "Spirit of Summer I must away."
- 6.—I must depart from thee—Emigrant's Farewell.

With characteristic Embellishments, Price 2s. each; or the Six together, price 9s.

London: **Z. T. PURDAY, 45, High Holborn,**

And to be had by order of all Musicians, or Postage Free, by remitting Postage Stamps.

DR. STOLBERG'S VOICE LOZENGE

is acknowledged as the best specific, after three year's trial, for improving the Voice and removing all affections of the throat, strongly recommended to Clergymen, Singers, Actors, Public Speakers, and all Persons subject to relaxed throats.

See the following extract from "The Dramatic and Musical Review, January 9th, 1847."

"TO CORRESPONDENTS.—AN AMATEUR VOCALIST.—Use Stolberg's Lozenges by all means; they will strengthen the voice, and remove hoarseness. We have recently, through a chemical friend, submitted them to analysis, and the result proves them to be a most efficacious remedy for affections of the throat generally.

Wholesale Agents, Barclay and Sons, Farringdon Street; Sutton and Co., Bow Churchyard; W. Edwards, Newbery, and Sons, Saint Paul's Churchyard; Sanger, Dietrichsen and Hannay, Oxford-street; and Retail by all respectable Chemists in the kingdom.

The Greatest Sale of any Medicine in the Globe.**HOLLOWAY'S PILLS.**

A Very Wonderful Cure of a Disordered Liver and Stomach.

Extract of a Letter from Mr. Charles Wilson, 30, Princes Street, Glasgow,
dated February 18th, 1847.

"SIR.—Having taken your Pills to remove a disease of the Stomach and Liver, under which I had long suffered, and having followed your printed instructions I have regained that health, which I had thought lost for ever. I had previously had recourse to several medical men, who are celebrated for their skill, but instead of curing my complaint, it increased to a most alarming degree. Humanly speaking, your Pills have saved my life! Many tried to dissuade me from using them, and I doubt not but that hundreds are deterred from taking your most excellent medicine, in consequence of the impositions practised by many worthless persons; but what a pity it is that the deception used by others, should be the means of preventing many unhappy persons, under disease, from regaining health, by the use of your Pills. When I commenced the use of your Pills, I was in a most wretched condition, and to my great delight, in a few days afterwards, there was a considerable change for the better, and by continuing to use them for some weeks, I have been perfectly restored to health, to the surprise of all who have witnessed the state to which I had been reduced by the disordered state of the Liver and Stomach; would to God, that every poor sufferer would avail himself of the same astonishing remedy."

"To Professor Holloway." (Signed, "CHARLES WILSON.")
These truly invaluable Pills can be obtained at the Establishment of Professor Holloway, 244, Strand, (near Temple Bar), London; and of most respectable Vendors of Medicines throughout the civilized World, at the following prices:—1s. 14d., 2s. 9d., 4s. 6d., 11s., 22s., and 33s. each Box. There is a considerable saving by taking the larger sizes.

Sovereign Life Assurance Company,

No. 5, ST. JAMES'S STREET, LONDON.

Trustees.

Sir A. Brydges Henniker, Bart.
B. Bond Cabbell, Esq., M.P.

Henry Pownall, Esq.
Claude Edward Scott, Esq.

Directors.

CHAIRMAN, Lieutenant-Colonel Lord Arthur Lennox.
DEPUTY-CHAIRMAN, T. C. Granger, Esq., M.P.
John Ashburner, Esq., M.D.
T. M. B. Batard, Esq.
Philip P. Blyth, Esq.

Henry Broadwood, Esq., M.P.
Sir James Carmichael, Bart.
Charles Farebrother, Esq., Alderman.
John Gardiner, Esq.
Aaron Asher Goldsmid, Esq.
Henry William Pownall, Esq.

Assurances granted on the lives of persons in every station of life and every part of the world, on peculiarly favourable terms.

Every facility afforded to persons assuring the lives of others, so as to render such policies effectual securities.

Immediate Annuities and Endowments granted on liberal terms, affording great advantage to persons of limited income.

Particular attention is invited to the plan adopted by this company, of granting deferred annuities, to commence at any specified age, either with or without return of the premiums paid, in case of death before attaining the age at which the annuity is to commence; thus: A person, aged 25, may secure an annuity of £50, to commence on attaining the age of 50, and to continue during life, at the following rates:

ANNUAL PREMIUMS, WITH AND WITHOUT RETURN, IN CASE OF DEATH.		
Without Return.	With return of two-thirds.	With return of the whole.
£13 10s. 8d.	£14 16s. 3d.	£15 10s. 10d.

H. D. DAVENPORT, Secretary.

**JUST PUBLISHED,
BALLAD.**

THE FAIRY GATHERING. Sung by Miss Williams, written by Edward J. Gill, and composed by J. T. Birch.

Published by A. MOSS, 6, Argyle-street, Regent-street, London; and to be had of all Musiciansellers.

WILLIS'S ROOMS, SAINT JAMES'S.**MR. LINDSAY SLOPER'S
SOIREE'S OF PIANO-FORTE MUSIC,
SEASON 1848.**

Will take place at the above Rooms on the following Evenings:—THURSDAY, March 2, THURSDAY, March 16. To commence at half-past Eight o'clock precisely. Subscription Tickets for the Series, or Family Tickets (to admit three to one Soiree) One Guinea each; and single Tickets, Half-a-Guinea each; may be had of all the principal Music-sellers; and of Mr. Lindsay Sloper, 7, Southwick Place, Hyde Park Square.

**"VOICES FROM HOME,"
SUNG BY MR. SIMS REEVES.**

The walls of "Old Drury have seldom reverberated with such tumultuous echoes of delight as those which greeted Mr. Sims Reeve's delivery of this new and beautiful composition, by HOWARD GLOVER. The *Morning Post* of the 16th instant remarks, "Mr. Sims Reeve's first essay was in a new song, by Howard Glover, "Voices from Home," a charming composition, fresh in melody, musicianly in construction, and passionate in feeling; catching, without vulgarity, it must become exceedingly popular." "Love wakes and weeps," by same composer, sung by Mr. Reeves, at the Jenny Lind Concerts, in Scotland. New edition, post-free, 2s.

JEFFERY'S, SOHO SQUARE, LONDON.**J. Stewart's Registered Violin & Tenor Holder.**

The popularity this simple but most efficient instrument has obtained with professional gentlemen, among whom may be mentioned Messrs. Sainton, Emiliani, Blagrove, Cooke, Tolbecque, Nadaud, Hope, Farmer, &c., &c., who have declared their intention to use it constantly. May be had at J. HART'S, 14, Princes Street, Soho, who is appointed sole agent and it will save trouble if country Music Sellers will address their communications to him, where also may be seen a fine collection of violins, violoncellos, &c. N.B. A fresh supply of Roman Strings every three months. P. HART, 14, Princes Street, one door from Gerard Street, Soho.

TO FLUTE PLAYERS.

Mr. CARTE begs to inform his Friends and Pupils, that his **TRIO and QUARTET PARTIES** will be held in future at No. 38, SOUTHAMPTON STREET, STRAND, where he will also give Private Lessons upon the common eight-keyed Flute, and upon the last splendid invention of the celebrated Theobald Boehm, of Munich, which has excited enthusiastic admiration in Italy, France, and Germany, called **Boehm's Metal Flute, with Cylinder Tube and Parabola Head**, which, although fingered in precisely the same manner as the Inventor's former Flute, differs essentially from it as to perfection of tone and intonation.

Royal Italian Opera,



Covent Garden,

Established in 1847, for the purpose of rendering a more perfect performance of the Lyric Drama than had hitherto been attained in this country.

The Nobility, Gentry, Subscribers, and Patrons of Music, are respectfully informed that the Season will commence

On **TUESDAY, MARCH 7th, 1848,**

and encouraged by the patronage conferred on the Theatre last year, in the production of works of the Classical School, as well as of those of the more modern Italian School, the Lessee has entered into Engagements with the most celebrated Artists in Europe, for the effective representation of OPERAS, by the most eminent Composers, without distinction of country. It has been the earnest endeavour of the Management to secure the services of the greatest living singers, Actors, and Instrumentalists, in order to present to the Musical Public the attraction of individual excellence, but, it is hoped, of an Ensemble more perfect even than that which the most accomplished Critics and Connoisseurs pronounced had been attained during the last season. The following Seventeen Operas, mounted in 1847, forming a varied *Répertoire*, can now be referred to as a guarantee for the season 1848, namely—'Semiramide,' 'L'Italiana in Algeri,' 'Il Barbiere,' 'La Gazza Ladra,' 'La Donna del Lago,' of Rossini; 'Lucia,' 'Elisir d'Amore,' 'Lucrezia Borgia,' 'Anna Bolena,' 'Maria di Rohan,' of Donizetti; 'Ernani,' 'Due Foscari,' of Verdi; 'Norma,' 'Sonnambula,' 'Puritani,' of Bellini; 'Don Giovanni,' 'Nozze di Figaro,' of Mozart.

For the Season 1848, the following COMPANY has been engaged for OPERA:—

PRIMI SOPRANI.
MADAME GRISI,
MADAME PERSIANI,
MADAME RONCONI,
MADMOISELLE STEFFANONI.
Mlle. CORBARI,
MADAME CASTELLAN,
(*Her first appearance.*)
Mlle. ANGIOLINA ZOJA,
(*Of the Scala, in Milan, her first appearance in this country.*)
AND
MADAME PAULINE GARCIA VIARDOT,
(*Her first appearance*)

CONTRALTO.
Mlle. ALBONI.
SECONDA DONNA.
MADAME BELLINI.
TENORI.
SIGNOR MARIO,
SIGNOR SALVI,
SIGNOR LUIGI MEI,
(*From the Scala, his first appearance in this country*)
SIGNOR LAVIA,
AND
M. ROGER,
(*Of the Academie Royale de Musique and of the Opera Comique in Paris, his first appearance in this country.*)

PRIMI BASSI BARITONI.
SIGNOR TAMBURINI,
SIGNOR GIORGIO RONCONI.
PRIMI BASSI PROFONDI.
SIGNOR MARINI,
SIGNOR CORRADI-SETTI,
(*From the Scala and San Carlo, his first appearance in this country.*)
BASSO COMICO.
SIGNOR AGOSTINO ROVERE.
ALTRI PRIMI BASSI.
SIGNOR TAGLIAFICO
AND
SIGNOR POLONINI.
SECONDO TENORE.
SIGNOR SOLDI,
(*From the Scala.*)

Director of the Music, Composer, and Conductor, - Mr. COSTA.

THE ORCHESTRA—Comprising the distinguished professors of last season, has been reinforced. The following is the list of the BAND:—*First Violins*: Messrs. Saindon (*Principal*), H. Blagrove, Browne, Bryeth, Dando, Doyle, Goffrie, Hill, Mellon, Mori, Patey, Thirlwall, Thomas, Watkins, Willy, Zerbini.—*Second Violins*: Messrs. Ella (*Principal*), W. Blagrove, Bort, Bradley, H. Griesboch, Jay, Kelly, J. Loder, Marshall, Newsham, Payton, Perry, H. Westrop, Watson, Wilkins.—*Tenors*: Messrs. Hill (*Principal*), Alesp R. Blagrove, Glanville, Hann, Lyon, W. Thomas, Thomson, Trust, Westlake.—*Violoncellos*: Messrs. Lindley (*Principal*), Goodban, Guest, Hancock, Hutton, Hausmann, Lavenu, W. Loder, Lucas, Phillips.—*Double Basses*: Messrs. Anossi (*Principal*), Campanile, Casolani, Castell, Griffiths, Howell, Pratten, Rowland, S. Severn, Vaudrelan.—*Harp*: Messrs. E. Perry, J. Trust.—*Flutes*: Messrs. Ribas, De Folly.—*Oboes*: Messrs. Barret, Nicholson.—*Clarinets*: Messrs. Lazarus, Boosé.—*Bassoons*: Messrs. Baumann, Larkin.—*Horns*: Messrs. Platt, Harper, Jarrett, Rae.—*Trumpets*: Messrs. T. Harper, Handley.—*Trombones*: Messrs. Cioffi, Smithies, Healey.—*Ophicleide*: Mr. Prospère.—*Drums*: Mr. Chipp.—*Triangle*: Mr. Seymour.—*Bass Drum*: Mr. Horton.

THE MILITARY BAND—Which has been also increased, will be under the direction of **Mr. GODFREY**, Band-master of the Coldstream Guards.

THE CHORUS—The powerful and numerous Chorus of last year has been strengthened by TWENTY-FOUR chosen and experienced Singers, and will number NINETY-FOUR VOICES—40 LADIES and 54 MALE VOICES. CHORUS MASTER, **Signor BONCONSIGLIO.**

PROMPTER, **Signor MONTERASI.**

The Season will commence with ROSSINI's Opera *Seria* of

TANCREDI.

In which Mad. PERSIANI & Mlle. ALBONI will make their first appearance this Season.

In the Month of *March*, Madlle. ALBONI will also appear for the First Time in **CENERENTOLA**, in which she has recently created such a sensation in Paris.—In the Month of *April*, Mad. GRISI will appear in DONIZETTI's Opera of **LA FAVORITA**, in which Signor MARIO, Signor RONCONI, and Signor MARINI will also sustain principal parts.—Mad. CASTELLAN will appear in ROSSINI's **GUILLAUME TELL**, which will be mounted with great splendour.—The Lessee has the honour to announce, that Mad. PAULINE VIARDOT GARCIA, whose performances in St. Petersburg, Vienna, and Berlin, in German and Italian Opera, have been attended with such unparalleled success, will arrive in this country in *April*, her engagement extending to the end of the Season: and that MEYERBEER's Grand Opera of **LES HUGUENOTS**, has been expressly adapted for the Royal Italian Opera for this distinguished Artist, for whom an entirely new *Répertoire* will be produced.—Madlle. ZOJA, the original and popular representative of *Maria*, in DONIZETTI's **FIGLIA DEL REGGIMENTO**, at the principal Theatres in Italy, will make her First Appearance in this country in *May*.—In the Month of *July* will be produced AUER's last Opera of **HAYDEE, OU LE SECRET**, now attracting all Paris to the *Opéra Comique*.

The Management has great pleasure in adding, that the Opera of "Haydee" will be expressly arranged for this Theatre by the Composer. M. AUER has promised to assist at the production of his Opera, in which M. ROGER, the famed French Tenor, will make his First Appearance in his original part of "Loredano." Mad. VIARDOT will sustain the Character of "Haydee." In the production of the "Huguenots," "Guillaume Tell," "Fidelio," and other chefs d'œuvre, the utmost care and attention will be bestowed: the *mise en scène* will be on the most costly scale; the Castes will include the leading *Artistes*; and the Choral and Instrumental forces will be augmented to an unprecedented extent.

POET, and TRANSLATOR of the LIBRETTI, **Signor MAGGIONI.**

ARRANGEMENTS FOR THE BALLET.

The rule which gave such satisfaction to the musical public last season, that no divertimento should be suffered between the acts of operas, will be strictly adhered to. The performances will terminate with a ballet. During the season the following eminent Danseuses will appear:—

MADAME FLORA FABBRI,
(*Her first appearance.*)

Mlle. CAMILLE,
(*Her first appearance these four years.*)

Mlle. CELESTE STEPHAN,
Mlle. HONORE,
(*Her first appearance.*)

Mlle. LEOPOLDINE BRUSSI,
(*Premiere Danseuse of the Imperial Theatre in Vienna, her first appearance in this country.*)

Mlle. THIERRY,
(*Of the Fenice, in Venice, her first appearance in this country.*)

Mlle. LUCILE GRAHN,
(*Her first appearance.*)

Mlle. ELIZABETH ROBERT,
(*Premiere Danseuse of the Academie Royale de Musique in Paris, her first appearance in this country.*)

Mlle. LANGHER,
(*Of the Scala, her first appearance in this country.*)
Mlle. ELIZABETTA FERRANTE,
(*Of the Scala, her first appearance.*)

M. SILVAIN,
M. BRETIN,
(*Their first appearance.*)
M. GONTI E, &c.

And a numerous body of Coryphæes, Promineuses, and Figurantes.

Maitres de Ballet, **M. CASATI**, (*of the Scala at Milan*); **M. APPIANI** (*from the principal Theatres in Italy, France, and Belgium*).
Regisseur de la Danse, **M. O'BRYAN**. *Leader of the Band*, **Mr. ALFRED MELLON**. *Composer*, **SIGNOR BILETTA**.

During the Season New Ballets and Divertissements will be produced for the leading Artists.

The Scenery by Messrs. **GRIEVE** and **TSELIN**. *Premiere Artiste Costumiere*, **Mrs. E. BAILEY**.

The SUBSCRIPTION will consist of Forty-six Nights, commencing Tuesday, March 7th, and terminating Saturday, August 12th. The following are Terms for the Season:—BOXES—GRAND TIER, 250 Guineas; FIRST TIER, 200 Guineas; PIT TIER, 200 Guineas; SECOND TIER, 180 Guineas; THIRD TIER, 125 Guineas; FOURTH TIER, 95 Guineas. STALLS—PIT, 35 Pounds; FIRST AMPHITHEATRE, 25 Pounds.

Tickets, Stalls, and Boxes for the night or season, to be obtained at the Box-Office, and at the principal Libraries and Music Sellers. The performances will commence at Half-past Eight o'clock on Tuesdays; and at Eight precisely on Saturdays. The approaches to the Theatre will be greatly improved.—The Box-Office is open from Eleven till Five o'clock.

Royal Italian Opera, Covent Garden, February 1st, 1848.

Printed and Published, for the Proprietors, at the "Nassau Steam Press," by WILLIAM SPENCER JOHNSON, 60, St. Martin's Lane, in the parish of St. Martin's in the Fields, in the County of Middlesex; where all communications for the Editor are to be addressed, post paid. To be had of G. Purkess, Dean Street, Soho; Strange, Paternoster Row; Vickers, Holywell Street; and all Booksellers.—Saturday, February 26th, 1848.